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Sup Ct

Vol. III
TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1940

No. 235

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

LINK-BELT COMPANY

No. 236

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

INDEPENDENT UNION OF CRAFTSMEN

ON WRITS OF CERTIORARI TO THE UNITED STATES CIRCUIT
COURT OF APPEALS FOR THE SEVENTH CIRCUIT

PETITION FOR CERTIORARI FILED JULY 12, 1940

CERTIORARI GRANTED OCTOBER 14, 1940

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IN THE
**United States Circuit Court of Appeals
For the Seventh Circuit**

LINK-BELT COMPANY, A CORPORATION,

Petitioner,

No. 6974

vs.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

INDEPENDENT UNION OF CRAFTSMEN,

Petitioner,

No. 7102

vs.

NATIONAL LABOR RELATIONS BOARD AND LINK-
BELT COMPANY,

Respondent.

Counsel for Link-Belt Co.:

MR. HENRY E. SEYFARTH.

Counsel for Independent Union of Craftsmen:

MR. BENJAMIN WHAM.

Counsel for National Labor Relations Board:

MR. CHARLES FAHY,

MR. ROBERT B. WATTS.

Petitions for Review and Request for Enforcement of
Order of the National Labor Relations Board.

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INDEX.

| | |
|--|-----|
| Petition of Link Belt Company to review and set aside an order of the National Labor Relations Board | 1 |
| Appendix A—Further particulars in connection with subparagraph (15) of paragraph 16 of petition | 23 |
| Appendix B—Further particulars in connection with subparagraph (17) of paragraph 16 of petition | 31 |
| Appendix C—Further particulars in connection with subparagraphs (19) and (21) of paragraph 16 of petition | 33 |
| Appendix D—Further particulars in connection with subparagraph (23) of paragraph 16 of petition | 36 |
| Appendix E—Further particulars in connection with subparagraph (28) of paragraph 15 of petition | 38 |
| Appendix F—Further particulars in connection with subparagraph (30) of paragraph 16 of petition | 39 |
| Answer of the National Labor Relations Board to petition of Link Belt Co. for review, and request for enforcement of order | 39 |
| Petition of Independent Union of Craftsmen to review and modify an order of the National Labor Relations Board | 45 |
| Answer of National Labor Relations Board to petition of Independent Union of Craftsmen to review order | 54a |

PROCEEDINGS BEFORE NATIONAL LABOR RELATIONS BOARD.

| | |
|---|-------|
| Complaint | 55 |
| Rules and Regulations of the National Labor Relations Board | 61 |
| Order of Mar. 11, 1938, designating Trial Examiner. | 90 |
| Charge—second amended | 91 |
| Affidavits of service | 93 |
| Post Office return receipts | 94-95 |
| Answer of respondent to complaint. | 96 |
| Motion for intervention by Independent Union of Craftsmen and Local Lodge No. 1 thereof. | 99 |

PROCEEDINGS BEFORE TRIAL EXAMINER.

| | |
|--------------------|---------------------|
| Colloquy | 102, 106, 925, 1287 |
|--------------------|---------------------|

WITNESSES FOR NATIONAL LABOR RELATIONS BOARD.

| | |
|-------------------------------|-----------------|
| Abbott, O. R. | 582 |
| Balcauski, Stanley | 656 |
| Berry, Edward L. | 109 |
| Bozurich, Paul | 421, 1235, 1290 |
| Cousland, James | 112 |
| Cumorich, Nick | 409, 1218 |
| Johnson, Fred | 312 |
| Johnson, Harry | 569, 1265 |
| Kachka, Alex | 361 |
| Kalamarie, John | 621, 1208, 1222 |
| Karbol, Mike | 560, 1225 |
| Lackhouse, Frank | 279 |
| Lackhouse, Joseph | 527 |
| Novak, Joseph E. | 216, 697, 1214 |
| Pronsktes, Dominick | 639 |

| | |
|---------------------------|----------------|
| Robinson, Julius | 549 |
| Salmons, Louis | 142, 228, 1228 |
| Solinko, Frank | 264 |
| Solinko, Pete | 241 |
| Sorensen, Nels Carl | 370 |
| Sullivan, Donald | 343 |
| Thomas, Joseph | 540 |
| Tomas, John | 353 |
| White, Edward | 347 |

WITNESSES FOR INTERVENER (INDEPENDENT UNION OF CRAFTSMEN).

| | |
|------------------------------|----------------|
| Bailey, John W. | 879 |
| Balton, Walter | 878 |
| Brucks, Hubert | 828 |
| De Runtz, Leo | 891 |
| Erickson, Russell Paul | 882 |
| Friberg, Alvin N. | 835 |
| Froling, Ray | 809 |
| Greenlee, William J. | 874 |
| Jamison, Edgar E. | 924 |
| Jeske, Joseph | 901 |
| Johnston, Archibald | 920 |
| Kowatch, John J. | 856 |
| Kresge, Ralph C. | 869 |
| Kubicki, Frank | 903 |
| Linde, George F. | 712, 1267 |
| Litster, John | 789 |
| Lubenkov, John | 906 |
| Nordine, August | 917 |
| Richards, William C. | 896 |
| Rosenbaum, Arthur H. | 848 |
| Ross, Arthur B. | 104, 830, 1207 |
| Smith, Edward | 894 |

| | |
|-------------------------|-----|
| Speiser, Joseph | 911 |
| Sterling, William | 888 |
| Szabo, Joseph | 915 |
| Workman, John L. | 899 |

WITNESSES FOR RESPONDENT.

| | |
|--------------------------------|-----------------|
| Berry, Edward L. | 1125 |
| Carlson, Fred | 999 |
| Conroy, William A. | 1122 |
| Elsen, John J. | 1040 |
| Forss, Joseph | 1005 |
| Leonard, Charles | 1002, 1097 |
| Masilionis, Mike | 1012 |
| McKinney, Ed L. | 1062, 1095 |
| Morley, William A. | 1018 |
| Olson, Axel E. | 1044 |
| Peters, William | 1027, 1270 |
| Pyle, Fred L. | 1015 |
| Siskauskis, William | 1049 |
| Skeates, Fred B. | 928, 1107, 1283 |
| Staskey, S. A. | 992 |
| Wright, Edgar Wellington | 1057 |

NATIONAL LABOR RELATIONS BOARD EXHIBITS.

| | |
|---|----|
| 1—Complaint with copy of Wagner Act and Rules and Regulations of N. L. R. B. attached..... | 55 |
| Second amended charge filed March 1, 1938..... | 91 |
| Affidavit of Service on respondent and I. U. of C. | 93 |
| Affidavit of Service on Lodge 1604 (C. I. O.).... | 93 |
| Answer of Respondent to Complaint..... | 96 |
| Motion for intervention by Independent Union of Craftsmen and Local Lodge No. 1..... | 99 |
| Order designating trial examiner | 90 |

- 2—Stipulation signed by Reynolds (attorney for Board) and Berry re incorporation and interstate commerce1291
- 3—Report of Senate Committee on Education and Labor re industrial espionage (excerpts from)..1293
- 4—Hearings before Senate Committee on Education and Labor re industrial espionage (excerpts from)1294
- 5—Constitution and By-laws of Employees' Board..1296
- 6—Minutes of meetings of Employees' Board of May 26, 1935, Mar. 31, 1936, April 28, 1936, May 26, 1936, and June 30, 1936.....1301
- 7—Social Security card for Waldemar Bjork.....1307
- 8—Social Security card for Louis Salmons.....1307
- 9—Vouchers showing payments from S. W. O. C. for organizing services for period Sept. 28, 1936, to Dec. 21, 19361309
- 10—Agreement between Link Belt Co. and Independent Union of Craftsmen, dated Apr. 21, 1937....1311
- 11—Statement headed "Withdrawal" signed by Louis Salmons at Board offices 2 or 3 days before he returned to work.....1312
- 12—Affidavit of Frank Solinko re circumstances under which he joined I. U. of C.1312
- 13—White membership application card of Independent Union of Craftsmen1313
- 14—Karpen & Bros. Furniture Co. income tax report re Nick Cumorich for 1937 (\$425.00).....1313
- 16—Proposed constitution of Independent Union of Craftsmen1314
- 17—Proposed By-laws of Independent Union of Craftsmen1317
- 18—Correspondence between Link Belt and National Metal Trade Ass'n between June 9, 1933, and April 30, 19371321-1336

| | |
|--|------|
| 18-A—Document, "Some Questions and Answers Covering the Wagner Act"..... | 1336 |
| 19—Invoice of Link Belt | 1339 |
| 20 Notice of meeting of I. U. of C. of June 1, 1937.. | 1340 |
| 21—Notice of I. U. of C. re election of girl stewards. | 1340 |
| 22—Notice of meeting of I. U. of C. of April 22, 1937 | 1340 |
| 23—Notice of I. U. of C. that initiation fee of \$3 would be imposed if not signed up by Sept. 1, 1937 | 1340 |

RESPONDENT'S EXHIBITS.

| | |
|---|-----------|
| 1—Blueprint of Link Belt plant showing departments prior to remodeling | 1343 |
| 2—Notice dated April 12, 1937, signed by Berry re circulating false information concerning pay increases | 1345 |
| 3—Notice of dissolution of Employees' Board dated April 19, 1937, signed by Berry for company and members of Employees' Board | 1345 |
| 4—Summary of Iron Foundry operation (14 sheets). | 1346 |
| 5—Summary of Steel Foundry operation (14 sheets). | 1360 |
| 6- 6A—Steel cleaning floor seniority table.... | 1374-1383 |
| 7- 7A—Iron floor seniority table | 1375-1384 |
| 8- 8A—Core room seniority table | 1376-1385 |
| 9- 9A—Apprentices' seniority table | 1376-1386 |
| 10-10A—Carpenters' seniority table..... | 1377-1386 |
| 11-11A—Charging floor and cupola seniority table..... | 1377-1387 |
| 12-12A—Sprocket floor seniority table..... | 1378-1387 |
| 13-13A—Bench floor seniority table..... | 1378-1388 |
| 14-14A—Machine floor seniority table..... | 1379-1388 |
| 15-15A—Steel floor seniority table..... | 1379-1389 |
| 16-16A—Iron cleaning floor seniority table..... | 1380-1390 |

| | |
|--|-----------|
| 17-17A—Night shakeout seniority table..... | 1381-1391 |
| 18-18A—Converter seniority table :..... | 1381-1391 |
| 19-19A—Patternshop seniority table | 1382-1392 |
| 20—Store issue for I. U. of C bulletin boards..... | 1393 |
| 24—Belov time cards (7) | 1395 |
| 25—Boring mill (DMK) seniority table..... | 1411 |
| 26—S. W. O. C. application card signed by Louis Salmons | 1412 |
| 27—Notice dissolving N. R. A. Union dated 4-19-37.. | 1413 |
| 28—Letter, Apr. 21, 1937, Kaufman to Berry author- izing him to recognize I. U. of Craftsmen..... | 1413 |
| 29—Letter, May 7, 1937, I. U. of C. to Berry request- ing agreement to start negotiations for working contract | 1414 |
| 30—Chart showing Mani System..... | 1415 |
| 31—Comparison of Mike Karbol with other men.... | 1419 |
| 32—Comparison of Nick Cumorich against Mani Sys- tem | 1419 |
| 33—Labor time card | 1417 |

EXHIBITS OF INTERVENER, INDEPENDENT UNION OF CRAFTSMEN.

| | |
|---|------|
| 1—Agreement dated April 21, 1937, between Link Belt and I. U. of C. recognizing I. U. of C. as exclusive representative of all employees..... | 1420 |
| 2-2A—I. U. of C. application lists and 101 white cards containing names | 1420 |
| 3A-B—I. U. of C. white application cards (List of). | 1430 |
| 4—By-laws adopted by general meeting..... | 1440 |
| 5—By-laws adopted by stewards | 1444 |
| 6—Articles of Incorporation of Independent Union of Craftsmen | 1447 |
| 7—By-laws adopted after incorporation on Aug. 9, 1937 | 1451 |

| | |
|--|-----------|
| 8—Draft of contract with company with penciled notations made at conference | 1457 |
| 9—Final draft agreed upon by Link Belt and I. U. of C. subject to approval | 1460 |
| 10—Statement of policy of Link Belt dated Dec. 6, 1937 | 1464 |
| 11—Statement of vacation policy signed by Berry and dated Dec. 8, 1937 | 1467 |
| Intermediate report | 1469 |
| Motion of Lodge 1604 of Amalgamated Association of Iron, Steel & Tin Workers for extension of time for filing exceptions to intermediate report..... | 1488 |
| Letter, May 20, 1938, N. L. R. B. to Lodge 1604..... | 1489 |
| Exceptions of respondent to record and intermediate report | 1490 |
| Exceptions by Independent Union of Craftsmen to intermediate report | 1512 |
| Exceptions of Lodge 1604 of Amalgamated Association of Iron, Steel & Tin Workers to intermediate report | 1516 |
| Notice of hearing before National Labor Relations Board | 1517 |
| Letter, Nov. 21, 1938, N. L. R. B. to Pope & Ballard.. | 1518 |
| Hearing Dec. 20, 1938..... | 1519 |
| Decision filed May 12, 1939..... | 1519 |
| Statement of the case | 1520 |
| Findings of fact | 1523 |
| Conclusions of law | 1553 |
| Order to cease and desist, etc., entered May 12, 1939. | 1553 |
| Post-Office return receipts | 1556-1558 |
| Affidavit as to service | 1559 |
| Certificate of National Labor Relations Board..... | 1560 |

| | |
|--|------|
| Proceedings in U. S. C. C. A., Seventh Circuit..... | 1562 |
| Stipulation as to record and consolidation for purpose of argument..... | 1562 |
| Opinion, Kerner, J.,..... | 1565 |
| Opinion, Treanor, J., concurring in part and dissenting in part..... | 1574 |
| Judgment order..... | 1580 |
| Decree..... | 1581 |
| Clerk's certificate..... | 1582 |
| Orders allowing certiorari..... | 1584 |

Blank Page

1711

After Recess.

(Whereupon, the hearing was resumed, pursuant to recess, at 2 o'clock P. M.)

Trial Examiner McCarthy: Mr. Reynolds was not finished with Mr. McKinney. Here he is.

Mr. Seyfarth: All right.

Trial Examiner McCarthy: You may proceed.

ED L. McKINNEY, a witness recalled by and on behalf of the respondent, Link Belt Company, being previously duly sworn, was examined and testified further as follows:

Cross-Examination (Continued).

Q. (By Mr. Reynolds.) Mr. McKinney, you mentioned a conversation with Mr. Skeates about seniority policy of the company. Do you recall when that took place?

A. I don't think I submitted any testimony to that effect.

Q. (By Trial Examiner McCarthy.) Did you have a conversation with Mr. Skeates on the subject?

A. I didn't testify to that.

Q. Well, now would you so testify?

A. No.

Q. You never had any conversation with Mr. Skeates about seniority?

A. Not relative to seniority, no. I said that I presumed—

Trial Examiner McCarthy: We don't care about
1712 your presumptions. All we want is fact.

Q. (By Mr. Reynolds.) Do you attend foremen's meetings and supervisors' meetings?

A. Yes.

Q. Is the subject of seniority ever brought up in those meetings?

A. I have never heard it discussed at those meetings.

Q. Then the information that you gave to Mr. Kalamarie was your own interpretation of seniority?

A. Based on what I had seen in other unions, yes.

Q. You mean in other plants?

A. In other unions. For instance, the rail union.

Q. Well, let us take a conductor on a railroad. Suppose the work drops off and there is only enough for five con-

ductors. What does the sixth conductor do? Is he out of a job until work picks up again?

A. I don't know anything about the conductors' union. I am talking about the engineers and firemen.

Q. Well, let us take an engineer. Suppose there is work for five engineers. What does the sixth engineer do?

A. He is out, I imagine.

Q. Doesn't he go back and fire?

A. I don't think so.

Q. Have you ever been around a railroad?

A. No, but I have a brother-in-law that is a railroad road engineer.

Q. Well, do you think that if there was no more job for him running an engine that he would be out of employment?

A. That is the way I understand it, yes.

Q. Even if he had worked for forty years for the railroad he couldn't go back and fire?

A. That is the way I understand it.

Mr. Reynolds: That is all.

Mr. Seyfarth: Just a minute.

Redirect Examination.

Q. (By Mr. Seyfarth.) Now, Mr. McKinney, did you talk to Mr. Fred Skeates before hiring or firing anybody?

A. Before firing. I never hired anybody.

Q. You never hired anybody, but before firing anybody you talked to Mr. Fred Skeates?

A. That is right.

Q. Did you talk to Mr. Fred Skeates at any time about Kalamarie?

A. Yes.

Q. Did you talk to Mr. Skeates before or after Kalamarie had requested a change to an arc welder?

A. Yes.

Q. When was it, before or after he had requested the change?

A. Before and after.

Q. Both before and after?

1714 A. Yes.

Q. Now, is it or is it not a fact that the so-called 55 account—do you know what I have reference to?

A. Yes.

Q. (Continuing.) —the 55 account number as it ap-

pears on the labor cards and time cards is for burning, checking, trucking, sweeping and oven tending?

A. That is right.

Q. It covers any one of them or all of them; is that right?

A. That is right.

Trial Examiner McCarthy: Is that an accounting regulation? The accounting department sets it up that way?

Mr. Seyfarth: That is an accounting department regulation.

Have you any questions to ask?

You are from Mr. Wham's office?

Mr. King: Yes.

Trial Examiner McCarthy: You may proceed. Would you like to ask some questions?

Mr. King: No, no questions.

Mr. Reynolds: No questions.

Trial Examiner McCarthy: That is all, Mr. McKinney. (Witness excused.)

Mr. Seyfarth: Mr. Leonard, please.

Trial Examiner McCarthy: Are you recalling him?

1715 Mr. Seyfarth: Yes, to put in an exhibit that wasn't put in.

Trial Examiner McCarthy: He was sworn.

Mr. Seyfarth: Will you mark this Respondent's Exhibit 25, for identification?

(Thereupon the document above referred to was marked as Respondent's Exhibit No. 25, for identification.)

CHARLES LEONARD, a witness recalled by and on behalf of the respondent, Link Belt Company, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) Mr. Leonard, I show you Respondent's Exhibit No. 25 for identification and ask you whether or not that is a list of employees in your department.

Trial Examiner McCarthy: That is the boring mill department?

Mr. Seyfarth: That is the boring mill department.

The Witness: That is right.

Q. (By Mr. Seyfarth.) Does that list also state be-

sides their name and number the occupation, the hiring date and the lay-off date?

A. That is right.

Q. And is it broken down to the particular occupation that the employees were in?

A. That is right.

Q. Now, I call your attention to the name H. Johnson appearing sixth on the list. Do you know H. Johnson?

A. I do.

Q. His name is Harry Johnson, is it not?

A. That is right.

Q. When was he hired?

A. Well, according to this list, 10-30-35.

Q. And when was he laid off?

A. 12-4-37.

Q. Now, you will notice the name of E. Behounek above Johnson.

A. Yes, sir.

Q. What is Behounek's first name?

A. Edward.

Q. Is he sometimes known as Eddie?

A. That is right.

Q. He was hired 3-9-36; is that right?

A. That is right.

Q. In other words, he was hired after Johnson was hired?

A. Yes, sir.

Q. And Mr. Behounek was not laid off; is that right?

A. That is right.

Q. Now, there is a notation there, "Injured."
1717 What is the fact as to whether or not Behounek was injured during the course of his employment with Link Belt Company?

A. Well, Eddie got a piece in his eye and was unfortunate enough to have a cataract form on his eye, and he still is under the doctor's care.

Q. Is he able to look out of that one eye that was injured?

A. Not that I know of.

Q. In other words, he is blind in one eye?

A. Yes.

Q. Do you know the company's practice regarding employees who been so injured during the course of their employment with regard to laying them off?

A. Well, I don't think they can lay an injured man off.

Q. (By Trial Examiner McCarthy.) Is that state law?

A. I am not sure about that.

Q. (By Mr. Seyfarth.) You don't know whether that is the law?

A. I don't know, no; but we have never laid anybody off that was under the doctor's care.

Q. In your experience with the Link Belt Company do you know of any occasion where, say, a man was severely injured, such as losing the sight of an eye—do you know of any such case where such a man was laid off in a slack period?

A. No, I don't.

Q. To your knowledge does the company try for 1718 reasons of humanity to keep those men in employment?

A. Yes, sir.

Q. Now, do you know H. McCafferty?

A. I do.

Q. He was hired by the company on 6-17-35; is that right?

A. That is right.

Q. When did he come into your department, if you remember?

A. No, I don't remember. I don't have any of those dates myself.

Q. Do you know whether or not he came in the department before or after Johnson?

A. Well, I think he came in the department before, but I couldn't swear to it because I don't keep the dates.

Q. You don't know whether he came in before or after?

A. No.

Q. Do you know whether or not H. McCafferty is an exceptionally good workman?

A. He is a good workman, yes, sir.

Q. Do you know whether or not Harry Johnson is a good workman?

A. Well, Harry Johnson was all right.

Q. Of the two which one was the better workman?

Mr. Reynolds: I object on the ground that it is immaterial. There is no claim of incompetence made in the defense.

1719 Mr. Seyfarth: That is not my point. My point is this, if the Examiner please; that in the question of laying off there is a latitude allowed the company for degrees of skill that an employee might possess, and it is our contention that in this particular instance McCafferty was a superior workman to H. Johnson.

Trial Examiner McCarthy: You may answer.

The Witness: I would say yes.

Q. (By Mr. Seyfarth.) Do you know anything about his adaptability to operating the various machines in your department?

A. Well, yes. I had had him on larger machines than that, and he was a good man to transfer out on to a large machine when the work warranted it.

Q. Would you say that McCafferty was the better man for the purpose of transferring on another or larger machine than H. Johnson?

A. I would.

Trial Examiner McCarthy: What does the initial N mean on this exhibit?

Mr. Seyfarth: That means night, if the Examiner please. Is that true, Mr. Witness?

The Witness: That is right. They were night men.

Mr. Seyfarth: You may cross-examine.

Cross-Examination.

1720 Q. (By Mr. Reynolds.) How many of these men in the small mill here have done these other jobs in your department?

A. Well, Kaline, and H. Johnson just before he went on nights and was laid off we were starting to break him in on a large mill.

Q. Has Einwalter ever worked on anything except the small mill?

A. I think Einwalter has run the big mills also, and also Nemejc.

Q. Has Mr. Johnson worked any other place beside the small mill?

A. Well, I was breaking him in on the large mills. I had just started. He run them a while.

Q. What do you mean? Oh, the large mill is the classification right below.

A. That is right.

Q. Are there any jobs in that department that these men have done? Cylindrical grinder, shaft lathe?

A. Well, Nemejc has. He has run the sprocket lathes. Behounek has run a machine that we have, a special machine for boring rollers. I don't see it listed here, but it don't require a steady man. That is why probably it is not on there.

Q. (By Trial Examiner McCarthy.) Who prepared this exhibit?

A. I don't know. I imagine the foreman. I am not sure.

1721 Trial Examiner McCarthy: Just a minute. Could you tell us who prepared the exhibit?

Mr. Seyfarth: Yes. The information was obtained by Mr. Skeates when he got the other information, and it was made up by Mr. Miller, who is this man's superior, but the physical exhibit was prepared by Mr. Skeates, the information obtained by Mr. Miller.

Q. (By Mr. Reynolds.) Now, where did Mr. McCafferty work before he was in the small mill?

A. He worked in the shipping department, or receiving. Now, I don't know which one it was.

Q. (By Trial Examiner McCarthy.) What department is this "DMH"?

A. That is mine.

Q. What is the description of it?

A. Well, they call it the boring mill department.

Trial Examiner McCarthy: Does this exhibit, Respondent's 25, act as a supplement to Respondent's Exhibits 6 to 19?

Mr. Seyfarth: No, it is not a supplement at all. It is a separate and distinct exhibit, if it pleases the Examiner.

Trial Examiner McCarthy: On the same subject?

Mr. Seyfarth: No, a different subject. This is the first time the question of Mr. Johnson has come up in the 1722 respondent's case; is that not true, Mr. Reynolds?

Mr. Reynolds: That is right.

Trial Examiner McCarthy: Excuse me, but the same principles apply to the case of Johnson as apply to the cases of Cumorich and these other men that were discharged; is that your point?

Mr. Seyfarth: No, we are not claiming this man was discharged for cause. We claim he was laid off. We claim he was laid off with seniority with the exception of Mr. Behounek who had his eye taken out.

Q. (By Mr. Reynolds.) Now, the exhibit indicates that Mr. McCafferty started work on June 17, 1935. Is that the date he started in the shipping room?

A. Well, I take it from this testimony. I don't have the record of that now.

Trial Examiner McCarthy: We would like your knowledge of the fact. We are trying to ascertain what the contents of the exhibit is based on.

The Witness: Well, I would say that is about the time he started.

Q. (By Mr. Reynolds.) How long did he work in the shipping room before he came over to your department?

A. Well, now, that is something that I can't answer.

Q. (By Trial Examiner McCarthy.) But he was employed in the shipping room before he came to work for you?

1723 A. He was transferred from the shipping room to me.

Q. So you don't know the significance of this column "Hired" then, do you?

A. No.

Trial Examiner McCarthy: Have you got a witness who will testify as to what it means?

Mr. Seyfarth: We will supply that.

Q. (By Mr. Reynolds.) How about Mr. Panos here? Was Mr. Panos originally in your department?

A. No, sir, he was transferred to my department.

Q. Transferred from what department?

A. Well, he worked in the planning room.

Q. Do you have any idea when he was transferred to your department?

A. No, not as far as the dates are concerned.

Q. Now, did Mr. Nemejc start in your department?

A. Yes, sir, he did.

Q. He started there?

A. Yes, sir.

Q. Mr. Johnson started there too, didn't he?

A. I believe he did.

Q. Now, if it should develop to be the fact that McCafferty and Panos both came over to your department after Nemejc and Johnson had started in your department, which two of the four men would have seniority over the other two?

1724 Mr. Seyfarth: I object to the question. It is hypothetical in nature, if it pleases the Examiner.

Trial Examiner McCarthy: You may answer it. I would like to know what the answer to that is.

The Witness: I didn't get that straight, I don't believe.

Trial Examiner McCarthy: Will you read the question?

(Question read.)

The Witness: Well, according to the date started, I would say Panos and McCafferty.

Mr. Reynolds: Yes.

The Witness: Or I mean—now, let me get this straight.

Trial Examiner McCarthy: Better read the question again.

Have you got that question pretty clear in mind?

The Witness: Well, according to seniority he wanted to know which two would be kept, is that right?

You understand I have nothing to do with the laying off of these men there. That is why I don't keep a record of it.

Q. (By Mr. Seyfarth.) You didn't lay off these men, did you?

A. No, sir.

Q. Mr. Miller laid them off?

A. That is right.

Q. He is your superior?

A. That is right.

1725 Mr. Seyfarth: I think you will get more accurate information from Mr. Miller: I will call him to the stand in just a minute.

Mr. Reynolds: All right.

Q. (By Mr. Reynolds.) Has Mr. Einwalter been continuously in your department?

A. Yes, sir.

Q. Since 1930?

A. Yes, sir.

Q. And Mr. Kaline?

A. Yes, sir.

Q. And Mr. Hokinson?

A. That is right.

Q. Now, if the work in the boring mill department dropped off to such an extent that you would have to lay all the men in the small mill off down to Mr. Kaline, leaving only two there, would Mr. Einwalter be transferred to some other place in your department rather than let out entirely?

A. Well, there is no other place I could put him. He is not equipped or he is not trained to run anything but a boring mill.

Q. Yes, but if any of the men that were to be laid off had experience on one of these other jobs would you put him on there if he had seniority over the man that was on the other job?

1726 A. Well, I think I would.

Mr. Reynolds: That is all.

Mr. Seyfarth: Just a minute.

Redirect Examination.

Q. (By Mr. Seyfarth.) In judging the men in your department did you take into consideration their ability to operate different mills?

A. Yes, sir.

Q. You also took into account how efficient a workman each man happened to be?

A. That is right.

Q. And if you had two workmen who had approximately the same degree of efficiency but one was able to operate a large mill as well as a small mill you would favor the man who was able to operate the two different kinds of mills, wouldn't you?

A. Yes, sir.

Q. He would have more of a value to you?

A. Yes, sir.

Q. That is, you as a foreman—

A. Yes, sir.

Q. —and charged with the duty of getting out the work in that department?

A. That is right.

Q. And such a man who was efficient and had 1727 adaptability would be kept in preference to a man who did not have adaptability but who had a little more seniority; isn't that right?

A. Well, I would say yes.

Q. You are engaged here in making a special kind of a product. It is an operation that requires a degree of skill; isn't that correct?

A. Yes, sir.

Q. This isn't unskilled labor you are dealing with in this department?

A. No, this is skilled labor.

Q. Would you term them highly skilled laborers?

A. Well, some of them are highly skilled, yes.

Q. They get paid good wages, don't they?

A. Yes, sir.

Q. About how much do they make an hour?

A. Well, now,—

Q. Just in round figures.

A. That depends. Maybe up to 85, 90 cents.

Q. (By Trial Examiner McCarthy.) How many of them make 85, 90 cents?

A. I imagine all of them down here on these larger mills get up around that.

Q. That is four men?

A. You mean that average that or that their 1728 hourly rate is that?

Q. Their hourly rate is that, yes.

A. These fellows, a good many of them average 90 cents an hour, as far as averaging is concerned, but I don't know their rates, because I don't have a record of their rates.

Q. (By Mr. Seyfarth.) As a general proposition do the men on the large mills get more than the men on the small mills?

A. Yes, sir.

Q. About how much more per hour, in round figures?

A. I would say fifteen cents per hour.

Mr. Seyfarth: That's all.

Recross Examination.

Q. (By Mr. Reynolds.) Now, may I ask you what kind of an occupation "broach" is? What is a broach?

A. Well, that is a machine we use for, well, you might say keyseating. It is putting splines in wheels.

Q. Is that skilled work?

A. Well, it is not highly skilled, although it is skilled. A man has to be able to caliper.

Q. Did Mr. Johnson do that work?

A. He never has, no, and that is a heavy class of work. I don't think Mr. Johnson would have fit on a machine like that.

Q. As long as you only have one man on that job—as long as you have that machine, then, Mr. Schultz will operate it?

1729 A. Well, Mr. Schultz hasn't worked for several weeks. We have no work on that machine at all.

Q. (By Trial Examiner McCarthy.) He is laid off, is he?

A. Well, I don't know whether he is laid off.

Q. He hasn't been working?

A. He hasn't been working for two or three weeks.

Q. (By Mr. Reynolds.) How about this cut-off job? What is that?

A. Well, that is a man that takes care of the shafting.

Q. Is that a skilled job?

A. I would say yes.

Q. Then as long as you need a cut-off man Mr. Konet-ski will keep that job?

A. Well, he is broken in. He knows how to keep inventory on the shafting and run all those machines. It is quite a job.

Q. But suppose you had a man with ten or fifteen years with the company that had to be laid off; would you put him on the job as a cut-off man if he could learn the job?

A. If he could learn it, but it would take a long time to learn a job like that. There is quite a bit to that job.

Q. (By Trial Examiner McCarthy.) You wouldn't put him on unless he had experience, would you?

A. No.

Q. (By Mr. Reynolds.) There is only one man in your department with experience on that job; is 1730 that right?

A. No. We have another man, John Miller, that can also operate that job in case Mr. Konetski is off.

Q. Who is John Miller? His name doesn't appear here, does it?

A. It appears on "Keyseaters."

Trial Examiner McCarthy: "D. Miller."

The Witness: Or D. Miller, rather.

Q. (By Mr. Reynolds.) Is there any other man that can do the broach job?

A. Yes, sir.

Q. Who is that?

A. V. Milbacher. When he don't have enough keyseating, if we have to we can put him on the broach.

Q. (By Trial Examiner McCarthy.) Then you would let Schultz go?

A. I wouldn't say that he was let go, but there is no work there at all, so I imagine that he would be let go if he hasn't been let go.

Q. (By Mr. Reynolds.) Well, the fact of the matter is that you transfer the men around on jobs that they can do more or less according to your needs, don't you?

A. Well, we have to when we are slack.

Mr. Reynolds: That is all.

Mr. Wham: That is all.

1731 (Witness excused.)

Mr. Seyfarth: Mr. Skeates, please.

Mr. Examiner, I have the exhibits that related to the employees in the foundry revised so as to conform with your request.

Trial Examiner McCarthy: Well, it wasn't my request.

so much as to conform with the practice as he understood it. Is this the way the system works now?

Mr. Seyfarth: This is broken down into occupations, you see.

Trial Examiner McCarthy: And that is the standard?

Mr. Seyfarth: That is the system that is ordinarily employed.

Trial Examiner McCarthy: In this plant?

Mr. Seyfarth: In the plant.

Now, will you mark each one of these sheets, Mr. Reporter, Respondent's Exhibits 6-A to 19-A successively, the first one consisting of two sheets?

(Thereupon the documents above referred to were marked as Respondent's Exhibits 6-A to 19-A, for identification.)

FRED B. SKEATES, a witness recalled by and on behalf of the respondent, Link Belt Company, being previously duly sworn, was examined and testified further as follows:

1732

Direct Examination.

Q. (By Mr. Seyfarth.) Mr. Skeates, will you take the exhibit?

Now, I will ask you if you segregated the various sheets denominated Respondent's Exhibits 6 to 19, both inclusive, for identification, into various occupations which are now Respondent's Exhibits 6-A to 19-A, both inclusive.

A. Yes, sir.

Q. Calling your attention to Exhibit 6-A, will you state where John Kalamarie's name appears there?

A. Fifth from the top.

Q. There are two arc welders, are there not, on the steel cleaning floor?

A. Yes, sir.

Q. C. Novak being one and John Kalamarie the other?

A. Yes, sir.

Q. C. Novak was hired June 22, 1936?

A. Yes, sir.

Q. And he was laid off November 29, 1937; is that correct?

A. Yes, sir.

Q. Kalamarie was hired previous to Novak; that is, on the 11th day of November, 1935, is that right?

A. Yes, sir.

Q. And he was laid off after C. Novak; that is to say, on November 30, 1937?

1733 A. Yes, sir.

Q. So that there is nothing so terrible about that, is there, Mr. Skeates?

A. No, sir.

Mr. Reynolds: I object and ask to have the question and answer stricken.

Trial Examiner McCarthy: What do you mean by "terrible"?

Mr. Seyfarth: Well, I don't see how an inference can be drawn from a thing like that.

Q. (By Mr. Seyfarth.) Now, will you turn to Exhibit 7-A, sir? Does the name of Paul Bozurich appear on 7-A?

A. Yes, sir.

Q. Where does it appear?

A. It appears the fifth name from the top of the sheet; the second name in the list of classification under moulder.

Q. Now, on the 9th of November, 1937, there were two moulders that were laid off; is that right?

A. Yes, sir.

Q. The first one to go was Gus Larson; who was hired on the 19th day of May, 1936, and the second one was Paul Bozurich, who was hired on the 22nd day of April, 1936?

A. Yes, sir.

Q. Now, are there any other moulders in the department who were hired after Paul Bozurich who are still working?

A. No, sir.

1734 Q. Now, will you turn to Exhibit 8-A, please? Does the name of Stanley Balcauski appear on that exhibit?

A. Yes, sir.

Q. Will you tell the Examiner where it appears, please?

A. Eleventh name from the top.

Q. Now, are there any names appearing under "core maker" who were hired after Balcauski; that is to say, on the 4th of May, 1936, and who were laid off after Balcauski?

A. The second name from the top is the name of

Norman Parker. His listed occupation is a core maker. He was hired on the 21st of June, 1937.

Q. Is he the young man that you testified was hired as an apprentice?

A. He was hired as a student during summer vacation.

Q. Now, I notice that on the next page entitled 9-A you have some apprentices there and no apprentices were laid off. How does that happen?

A. We never lay any apprentices off. The apprentices will stay until they have completed their apprentice training, and they will probably be there as long as the plant operates.

Q. Would you say that at the time that Balcauski was laid off on the 17th of November, 1937, that's about the situation Norman Parker was in?

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) What is the 1735 distinction between Parker and these apprentices?

A. Parker when he first came into the shop to work was attending school and he was to work during the summer vacation and go back to school. After the summer vacation period had ended he came to me and wanted to know if he could stay working in the shop; he didn't want to go back to school, and he would like to get on the apprentice crew. I told him I hadn't considered him as a permanent apprentice at the time he came into the shop but I was willing to keep him on trial and if I felt that he was qualified and really cared enough to stay in the foundry business I would consider putting him on the regular apprentice group. That was the reason.

Q. (By Mr. Seyfarth.) Now, did you lay off Mr. Parker on the 10th of March, 1938, because of a general lay-off, or did you lay him off or did you discharge him because he didn't measure up to the standard of apprentices?

A. Well, I was satisfied—I was forced to lay off some more men due to the slackening of work, and I was satisfied in my own mind at that time with his performance that he would not qualify as a regular apprentice in a foundry. I don't believe he was adapted to foundry work, and I discussed it with him and he agreed with me, and I laid him off with the rest of the men in that department for no work.

Q. Calling your attention to Respondent's Exhibit 15-A—

Trial Examiner McCarthy: What floor is that?

1736 Mr. Seyfarth: That is the steel floor.

The Witness: Steel floor.

Q. (By Mr. Seyfarth.) I notice here that there is a man by the name of E. Kavalauskas whose name appears fifth from the top of the floor moulders.

A. Yes, sir.

Q. He seemed to be hired on the 16th of September, 1936, and he didn't get laid off with some of these fellows here that were hired before the 16th of September, 1936. Was there any reason for that, Mr. Skeates?

A. Well, yes, sir. There is one man above him that was hired in March of '36.

Q. He had about six months' seniority on Kavalauskas, didn't he?

A. Yes, sir, but this man Kavalauskas had worked in a foundry about twenty years prior to this last date here, and he is a very skilled man, he had a lot of experience and he was highly skilled in comparison to Petrouski, and I laid off Petrouski in preference, to keep this man.

Q. You felt that Kavalauskas had more of a utility to you than Petrouski, is that right?

A. Yes, sir. Petrouski was a young boy really. You can see, he has only been in the foundry, hardly a year.

Q. Well, is he the same Zenon Petrouski that so many witnesses have testified took a list for the Independent Union around and had it signed?

A. Apparently he is the same man.

Q. And you laid off that Independent Union man?

A. It don't make any difference to me if they belong to the Independent Union or any union. I didn't consider it.

Mr. Seyfarth: Somebody ought to draw an inference from that.

Mr. Wham: I notice Norman Parker was laid off, too.

Mr. Reynolds: I object to this off the record—these remarks.

Trial Examiner McCarthy: What was that?

Mr. Wham: I say I notice Norman Parker was laid off too.

Q. (By Mr. Seyfarth.) Now, will you turn, please, to Respondent's Exhibit 19-A, the last page, entitled "Pattern Shop"? I notice there is a man there by the

name of A. Carlson, whose name appears fourth from the top of wood pattern makers. Do you see that name?

A. Yes, sir.

Q. I notice that he was hired on the 26th of September, 1936.

Mr. Wham: October.

Q. (By Mr. Seyfarth.) Or of October. And he was not laid off even though there were some of these men here that were hired before he was hired that got laid off. How does that happen?

1738 A. Well, this man Carlson had worked for the company in the pattern shop from several years prior to this date, and he has a great deal of experience. He is a fast man and he has done a lot of work in the foundry as foundry carpenter in making flasks, and I took the stand that he was more valuable in that he could be used as a flask man, flask carpenter in making flasks from pattern boards, than these other three men, although if we had to lay off any more he would have to be the man to go; I would have to sacrifice him.

Mr. Seyfarth: You may cross-examine.

Cross-Examination.

Q. (By Mr. Reynolds.) How about Mr. Walznak there? Why wasn't he laid off before these other three men in the pattern shop?

A. Mr. Walznak; that is the man right below Mr. Carlson?

Q. Yes.

A. He was hired in April of 1936.

Mr. Seyfarth: That is subsequent to the time the others were hired, Mr. Reynolds.

Q. (By Mr. Reynolds.) Would the fact that Mr. Carlson was related to the foreman in that department have anything to do with his being retained?

A. No, sir.

Q. The fact is you don't have any definite seniority policy, isn't it?

A. Yes, sir, absolutely.

Q. But you can take hold of some unusual circumstance and make that alter the case any time you feel like it, can't you?

A. No. The only point, where if it is practical and ability and don't retard production.

Q. Now, would you say that this new exhibit you fixed

up, 6-A to 19-A, represents the seniority policy of the company?

A. Yes, sir.

Q. So that seniority is by occupation and not by department?

A. Within their department.

Q. But the individual occupation within a particular department?

A. Yes, sir.

Q. And not by the department itself?

A. In occupation in that department where they are specialized.

Q. Well, now how many different seniority classifications are there in the steel cleaning floor?

A. Well, we have a checker group—

Trial Examiner McCarthy: You can just count the groups. Wouldn't that be easier?

The Witness: Yes, sir, that would cover it.

1740 There is twelve groups in there.

Mr. Price: I think it is only eleven, Mr. Skeates.

Mr. Reynolds: Twelve.

Trial Examiner McCarthy: I think it is twelve.

Mr. Price: Well, you see "chippers" is on the last of the first page and on the top of the second. That is a continuation.

Q. (By Mr. Reynolds.) So that a man that is in one occupation among these twelve groups has the rights only in his particular occupation and he can't go on another job even if his starting time with the company may go back before that of the starting time of a man on another job?

A. No, sir, the starting time is this time on here, and when he goes on a new occupation he reserves his seniority list within that group of that time.

Q. You mean on the new job he gets credit for all the service he has had with the company?

A. Yes, sir.

Q. But that service is no longer of any use to him so far as the job that he came from is concerned?

A. Yes, sir. That service, his original service, applies on to this occupation break-up within that group.

Q. (By Trial Examiner McCarthy.) Let us take James Bowen.

A. Yes, sir, head of the chippers.

Q. Take the man at the bottom there; Pilitankas.

1741 A. Pilitankas, yes, sir.

Q. Let's say he started as a laborer on 4-9-35.

A. Yes, sir.

Q. Then he was promoted to a chipper.

A. Yes, sir.

Q. The date of hiring does not vary.

A. No, sir, he carries that date in that group, and he goes into this—

Q. His seniority is based on that date?

A. Yes, sir.

Q. (By Mr. Reynolds.) But he has no seniority as a laborer after he becomes a chipper; isn't that right?

A. Well, he wouldn't be a laborer after he became a chipper.

Q. Yes, but suppose he were to be laid off as a chipper and yet there were younger laborers left.

Q. (By Trial Examiner McCarthy.) What would be his status then?

A. I don't see how a chipper getting around 65 cents an hour would want to go back to a laborer's job. I don't feel that you could lay off the last laborer to put this chipper back on there.

Q. That isn't your policy?

A. No, sir.

Q. Then that hiring date only applies within that occupational group in the department?

1742 A. Yes, sir, he carries his hiring date with him. If he goes into—we have so very few occasions where that happens, of transferring.

Q. These problems only arise in general lay-offs like this?

A. Yes. It wouldn't be fair to lay the laborer off, I don't think, to make a place for a chipper.

Q. (By Mr. Reynolds.) Why wouldn't it be fair? Suppose the chipper has worked for you twenty years and the laborer has worked for you for two years.

A. We would have our laborers laid off long before it becomes time to lay off chippers.

Q. (By Trial Examiner McCarthy.) In other words, that case would never arise?

A. I don't believe so.

Q. But isn't there some place within that department where a chipper might want to take a smaller paying job just in order to be employed?

I think that is the nub of this whole thing.

A. The lay-offs are always caused by shortage of work.

Q. Yes.

A. And in any department we get rid of our labor class first and then if the work decreases we have to go into the production end of it; in the cleaning room it would be a chipper or grinder; on the foundry or floor it would be a moulder. The laborer would go first.

1743 Q. (By Mr. Reynolds.) Now, please describe the difference between a cut-off man and a laborer cut-off.

A. There is this much difference. Let's us take this Cassani. He was hired 12-9-36, and he was laid off 11-9-37.

We have had occasions where they would discontinue using certain models of product and they would be sent back to the foundry as scrap, and before you could use that scrap in your cupola you would have to cut it down to size, and we use these fellows with torches cutting up these rails or pieces of scrap, and we put it on there and because they were on the old list so designated, we didn't change it.

Q. They do the same type of work, don't they?

A. Not cutting up scrap. Torch man in the steel foundry is generally applied to cutting risers off of a casting, or gates.

Q. Does that require considerably more skill than the other?

A. Than a laborer?

Q. Yes.

A. Yes.

Trial Examiner McCarthy: You mean cutting off?

The Witness: Cutting up junk?

Mr. Reynolds: Cutting up junk, yes.

The Witness: No, the cutting up of scrap is simply cutting it into small enough lengths where it will melt down in the cupola without cluttering it up.

Q. (By Mr. Reynolds.) Does it take much training to make a cut-off man?

A. What do you mean by much?

Trial Examiner McCarthy: Well, how long?

The Witness: Well, I would say it would probably take several weeks before he becomes efficient.

Q. (By Mr. Reynolds.) How long does it take a laborer cut-off to learn to use a torch on scrap iron?

A. It is not necessary to be particular on cutting up these chunks to make small pieces out of them.

Q. (By Trial Examiner McCarthy.) Could you let the ordinary laborer do it?

A. I think that is why these two men were permitted at some time or other to cut up this scrap.

Q. (By Mr. Reynolds.) Well, do you see any com-

elling reason for making separate departments out of the cut-off men, cut-off chippers and the laborer cut-offs?

A. Well, the only reason they are mentioned here as laborer cut-off, they have had a little of that experience. They were laborers and we used them occasionally in cutting the scrap up.

Q. What is the difference between a cut-off chipper and a cut-off man?

1745 A. A cut-off chipper—

Q. Yes.

Trial Examiner McCarthy: And a cut-off man.

The Witness: Well, you can't get your cut to start, or you can't get your flame to melt this metal until you remove all of the sand around the base of the risers, and we just use these chippers for—it is not chipping any more than chipping the sand off around the base of the riser so that the torch will take a cut through it.

Q. (By Mr. Reynolds.) Is the cut-off chipper more skilled than the cut-off man?

A. Well, it isn't any kind of a job. No comparison to the job.

Q. Now, what does that answer? Is it more skilled or not?

A. It is more skilled as far as the cut-off chipper, but it is probably not more skilled as a cut-off man.

Q. Well, a cut-off man can be a cut-off chipper, can't he?

A. If he has ever done any of that work.

Q. Well, isn't his own work similar?

A. No, sir. A cut-off chipper don't use a torch at all.

Mr. Seyfarth: That is the big distinction, isn't it, Mr. Skeates?

The Witness: Yes, sir, a cut-off chipper don't use any torch. I tell you he just cleans the sand out between the base of the casting, the riser.

1746 Q. (By Mr. Reynolds.) Just a laborer's job then, isn't it?

A. Well, he isn't moving around. He stays at his bench in doing this work.

Q. Well, does it require any skill?

A. Well, it is probably a point where we start. A cut-off chipper may graduate into a chipper's job.

Q. But is his work any more complicated than the work that some of the laborers do?

A. Well, it is complicated to the point that he must clean this casting to where a torch will start. If you don't get your sand off your torch won't start burning through on it.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Could you give us in round numbers the rates of pay each group receives? Just in round numbers how much does a checker receive? Does he work by the hour?

A. Yes, sir, they are all hourly paid. He probably gets around 80, 85 cents an hour.

Q. Both those men?

A. Yes, sir.

Q. Sterling?

A. Inspector. He gets around 70, 75 cents an hour.

Q. Arc welders?

A. They get from 60 to 65 cents.

1747 Q. Arc and gas welders?

A. They are in around the same group; 75 cents.

Q. Oven tender?

A. Oven tender. Well, they are specialists. They are annealing oven tenders. He gets around 80 cents an hour.

Q. Sand blast operator?

A. Well, that is a hazardous job. They are paid around 65 cents an hour, 70 cents.

Q. Trucker?

A. He gets around 60 cents an hour.

Q. Cut-off man?

A. Between 56 and 60 cents an hour.

Q. Laborers?

A. 56 cents an hour.

Q. Cut-off chippers?

A. They are rated in around 58 cents.

Q. Chippers?

A. Well, that runs from 60 to 65, 66. Some of them get as high as 72 cents an hour.

Q. That is piece work?

A. Day work—day rate. That is their day rate, their base rate.

Q. Grinder?

A. The grinders get around 62 cents an hour; 62 to 65.

Cross-Examination (Continued.)

1748 Q. (By Mr. Reynolds): Who does the work of the trucker who was laid off there, Kalina?

A. Well, we have two truckers. There is another trucker listed on the iron sheet; a fellow named Engstrom. I explained that yesterday.

Q. Well, he can't work on the steel cleaning floor, can he?

A. Well, the trucks are gas trucks and we hook these trucks up to cars loaded with castings or scrap, and they just simply move them around, and there is only enough work now for one truck driver. We have done away with our night gang.

Q. The truck drivers have seniority in two departments; not just one then?

A. This steel cleaning floor, this truck, when we put him on we were working nights and the other man was on the iron cleaning floor and he was working days. He has been with us many years.

Q. But this man was doing the trucking in the steel cleaning floor, wasn't he?

A. Well, he might have been doing trucking in the steel cleaning floor or in the back yard, back of the foundry.

Q. What right did the other men have to come in and do that work on the steel cleaning floor?

A. Because we don't have enough work; we don't 1749 work this gang nights any more.

Q. But this man has seniority on the steel cleaning floor. He is in your list.

A. We had to do away with the night man.

Q. (By Trial Examiner McCarthy): Isn't the point there are exceptions to the general rule?

A. Yes, sir. We don't have enough work to use two truckers.

Q. (By Mr. Reynolds): Do the men in the steel cleaning floor understand what their status is with reference to seniority?

A. I don't know if they understand it or not.

Q. (By Trial Examiner McCarthy): Who is the foreman of that floor?

A. At the present time it is Bill Morley.

Q. (By Mr. Reynolds): Does Mr. Morley understand it?

A. Yes, sir.

Q. These men in the steel cleaning floor are never transferred around within that department to do other jobs?

A. No, sir.

Trial Examiner McCarthy: We will have a five-minute recess.

(A short recess was taken.)

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Reynolds): Now, Mr. Skeates, sup-1750 pose an old time office worker in your employ decided he wanted to work out in the foundry and you send him out into the core room to begin. Would he have seniority over the core room employees who started to work for the company after he did?

A. I can't imagine what kind of work an old time office worker would want to do in the core room. He would probably have to be classed in the labor group to start with, and if a shortage of work happened, the labor group would have to be the first ones to be disposed of, and he would probably be the last laborer, or I would probably have to miss that rule and keep an efficient laborer in his place, keep another laborer to do the work. I couldn't tie the work of the department up.

Q. But if he is an efficient laborer you would have to keep him until all the other laborers had been laid off?

A. Well, he wouldn't be an efficient laborer, an old time office worker.

Q. But that is the practical test of your seniority policy, isn't it?

A. To the point of where it is going to interfere with the flow of production I have got to stretch a point.

Trial Examiner McCarthy: Stretch a point by making exceptions to the general rule?

The Witness: Making exceptions, yes.

Q. (By Mr. Reynolds): Now, before this past Oc-1751 tober this policy was never exercised, never in effect, was it?

A. Never had occasion to exercise it.

Q. Then, in fact, it wasn't formulated until last fall, was it?

A. What do you mean by formulated? Put into effect?

Q. Had the policy ever been agreed upon and put down on paper or been elucidated, explained by the management before then?

A. Well, this exhibit here is made up from my organization chart of these departments.

Q. (By Trial Examiner McCarthy): You are referring to 6-A and the subsequent exhibits?

A. Yes, sir. And we never had any occasion to apply it because we never had any lay-offs. We haven't laid off any men in the foundry except those two men that were discharged in May for any cause except a man quitting since the early part of '35.

Q. (By Mr. Reynolds): Now, prior to 1935 did you follow that policy?

A. No, sir.

Q. Then there was a change in policy that became evident last fall, when lay-offs were made last fall?

A. Yes, sir, up to that time we could hire and fire by efficiency and work turned out and caliber of the men.

Q. And this new policy was the result of your 1752 agreement with the Independent Union?

A. It apparently was.

Q. Well, do you know what the basis of the new policy was?

A. Well, I wouldn't know. The management would probably know.

Q. Well, did the management tell you how to get up this list?

A. Didn't tell me how to get it up, but I had it prepared; the rights of service, the lengths of service within my departments.

Q. Did the management tell you what were departments, what the definition of department was?

A. They have been departments as long as the foundry has ever been established, or any other foundry.

Q. But now you are saying there are twelve departments within the steel cleaning floor.

A. I said twelve groups of occupations.

Q. Well, the seniority is figured on the basis of the twelve groups of occupation; not on the department?

A. On the occupation within that department.

Q. (By Trial Examiner McCarthy): The steel cleaning floor is a department?

A. It is a separate department with twelve groups of occupations, different occupations.

Q. (By Mr. Reynolds): But the men do not have 1753 seniority rights in the department?

A. Within the occupation they work, yes, sir.

Q. Just within their occupation?

A. Yes, sir.

Q. If there were a similar occupation in another department their seniority wouldn't extend to that department?

A. No, sir.

Q. Now, when was that policy first announced, so far as you know?

A. When this policy was originally announced.

Q. When was it originally announced?

A. The early part of 1937.

Q. Well, how was it announced?

A. Well, we were not permitted to lay off men unless we followed the seniority rule in their occupation within their department.

Q. What was the occasion for giving those instructions?

A. Well that is the seniority rule.

Q. Well, who gave those instructions and to whom?

A. The management.

Q. The management?

A. Yes, sir.

Q. Well, now, the management; that is an impersonal kind of thing.

A. I got it from my boss.

1754 Q. Mr. Berry?

A. Yes, sir.

Q. When did Mr. Berry tell you that?

A. Oh, some time in the early part of '37.

Q. Was it before or after the Independent Union had organized and been recognized by the company?

A. It might have been before or after. I am not just positive. Right shortly around that time.

Q. Did he send you a memorandum on it or did he tell you orally?

A. No, he discussed it with us at these supervisory meetings we had.

Q. Well, why is it that the other supervisors that have been on the stand don't know about that policy?

A. I didn't know there were any other supervisors on the stand. The department foremen were on the stand, but they have no authority to hire or fire men. They make recommendations.

Mr. Reynolds: That is all.

q. Trial Examiner McCarthy: That is all.

Mr. Seyfarth: Just a minute, I would like to ask him a few questions.

Redirect Examination.

Q. (By Mr. Seyfarth): Mr. Skeates, up until the time of the general lay-off you had no idea that this problem of seniority was going to arise, did you?

1755 A. No, sir.

Q. As a matter of fact, you didn't anticipate any sort of a general lay-off such as actually occurred out there; isn't that right?

A. No, sir. The lay-offs were due to shortage of work.

Q. And when the time came that there had to be some lay-offs you knew that there was a different order of things as far as labor relations were concerned, didn't you?

A. Yes, sir.

Q. And at that time you discussed these problems with management and hence you formulated the policy; isn't that correct?

A. Yes, sir.

Q. Now, Mr. Skeates, there has been a great number of questions directed at the position that an employee who was, say, a laborer for a number of years and then happened to step up into the next higher bracket, who would be thus employed in the next higher bracket for a short time when a general lay-off would come along—questions have been directed to his position regarding seniority.

Now, I suppose that in a situation such as presented itself last October and November, at the time of the general lay-offs, the lay-offs occurred in the departments first where the employees were less skilled; isn't that right?

1756 A. Yes, sir.

Q. And would you say that the greater number of lay-offs took place in the less skilled departments and the lay-offs decreased as the skill increased?

A. Yes, sir.

Q. So that, in the last analysis, some of the higher skilled employees of each department or each occupation were working, whereas the lesser skilled employees had been laid off?

A. Yes, sir.

Q. In other words, it took some time to catch up the slack, isn't that right?

A. Yes, sir.

Q. And hence you have hardly been able to answer counsel's questions because of the fact that the practical situation never presented itself to you, did it?

A. Yes, sir.

Mr. Seyfarth: Does that explain it to the Examiner?

Trial Examiner McCarthy: It has a bearing.

Mr. Seyfarth: I think that is all.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Seyfarth: Mr. Conroy.

1757 WILLIAM A. CONROY, a witness called by and on behalf of the respondent, Link Belt Company, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) Will you state your name, sir?

A. William A. Conroy.

Q. Where do you live, Mr. Conroy?

A. 8828 Blackstone.

Q. You are an employee of the Link Belt Company?

A. Yes, sir.

Q. How long have you been employed by the company?

A. Twenty-five years.

Q. What is your position with the company?

A. Production superintendent.

Q. Is your office near Mr. Berry's office?

A. I would say about a half block away.

Q. In the early part of 1937 did you ever see Mr. Salmons in Mr. Berry's office?

A. Yes, sir.

Q. What was the approximate date of the first time you saw Mr. Salmons in Mr. Berry's office?

A. About the first time I seen Mr. Salmons in Mr. Berry's office was in 1936, I believe.

Q. What was the approximate date?

A. I believe about the last of September.

1758 Q. How did you happen to be in Mr. Berry's office?

A. Well, just after having our meeting, our production meeting, right after the production meeting Mr. Berry told me to stay in the office.

Q. Then what happened?

A. He had Mr. Salmons come in.

Q. Will you state the conversation to the Examiner now?

A. Mr. Salmons come in and he said, "Lou, you have been organizing."

Trial Examiner McCarthy: Who said that?

The Witness: Mr. Berry, to Mr. Salmons. He says, "In fact, you have been using more of the company's time organizing than you have doing work around here."

Mr. Salmons said, "That's my privilege under the law."

Mr. Berry said, "Well, we are not going into that, Lou." He says, "I will give you thirty minutes to get your clothes

and get your tools and leave the plant. You are discharged."

Q. (By Mr. Seyfarth.) Was anything said by Mr. Berry or Mr. Salmons at that time?

A. I don't remember anything else being said.

Q. When was the next time you ever saw Mr. Berry and Mr. Salmons together?

A. Oh, I would say about six weeks later.

Q. Where were you at that time?

1759 A. I was up in Mr. Berry's office.

Q. Who was present?

A. Mr. Berry alone when I came up in the office.

Q. Did Mr. Salmons come in later?

A. Yes, sir.

Q. Will you tell the Examiner what happened on that occasion?

A. Mr. Salmons come into the office. He said, "Mr. Berry, I come back for my job."

Mr. Berry said, "Who sent you here?" He says, "The Labor Board."

He says, "What did they tell you?" He says, "They told me to ask for my job back. They told me that I couldn't do any organizing on the company time."

Mr. Berry said to Mr. Salmons, "Well, you can have your job back, Lou, if you don't do any organizing on company time. Also you will get all the raises that have went through since you have been laid off and you will still hold your vacation rights."

Mr. Salmons said to Mr. Berry, "I am a man of my word. I won't organize on company time." He says, "And thanks for the other two things."

Trial Examiner McCarthy: What was that?

The Witness: "Thanks for the other two things," meaning thanks for his vacation and the raises.

1760 Q. (By Mr. Seyfarth.) Was that all that was said on that occasion?

A. Yes, I think it was.

Mr. Seyfarth: You may cross-examine.

Cross-Examination.

Q. (By Mr. Reynolds.) Mr. Berry told Mr. Salmons that he could have his old job back, did he?

A. Yes, sir.

Q. Do you know whether Mr. Salmons went on the same job that he had?

A. I couldn't say.

Q. Did Mr. Salmons admit that he was organizing on company time?

A. He inferred he did, by saying it was his privilege under the law.

Q. And you are certain that Mr. Berry said, "You have been organizing on company time." You are sure that he qualified it that way?

A. Yes, sir.

Q. He didn't just say, "You have been organizing for a union."

A. No, first he said, "You have been organizing; in fact, you have been spending more time organizing here than you have been working on company time."

Q. You didn't know anything about the fact of the 1761 matter though yourself, did you? You were merely there as a witness?

A. I was there as a witness.

Mr. Reynolds: That is all.

Mr. Seyfarth: I would like to ask the witness a few more questions.

Redirect Examination.

Q. (By Mr. Seyfarth.) Were you present at any time in Mr. Berry's office when Mr. Novak came in?

A. Yes, I was.

Q. And will you tell the Examiner what happened then? When did that meeting take place?

A. Well, I believe it was the same day that Mr. Salmons' case was. He called Mr. Novak into the office.

Trial Examiner McCarthy: You mean the same day that Salmons was discharged?

The Witness: That Mr. Salmons was discharged. He called Mr. Novak into the office and told him that he was organizing and doing more organizing on company time than he was work.

Mr. Novak says, "I haven't been doing any such thing." He said, "It looks like they are making me the goat."

Well, Mr. Berry said to him, "You are discharged, Joe," and he left the office.

Q. (By Mr. Seyfarth.) Is that the last time you ever saw Mr. Berry and Mr. Novak together?

A. No; when he come back for his job.

Q. Will you tell the Examiner the circumstances of that conversation?

A. He came back and asked for his job back. Mr. Berry said to him, "I will give you your job back, Joe, providing that you don't do any organizing on company time."

He says, "I won't do any such thing as organize on company time."

He says, "Well, you can have your job back."

Q. Did Mr. Berry at any time say anything about organizing on street cars and street corners?

A. No, sir.

Q. During the entire conversation did he limit the organizing to company time?

A. It was all in regard to company time that Mr. Berry was talking to Mr. Novak and Mr. Salmons about.

Mr. Seyfarth: That is all.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

Mr. Seyfarth: If the Examiner please, I would like to start with Mr. Berry. There are a few witnesses that I am going to put on tomorrow morning that I will want to interrupt Mr. Berry with, if that is all right with counsel.

Mr. Reynolds: All right.

1763 Trial Examiner McCarthy: All right.

Mr. Wham: I would just like to ask one question of this witness if I can.

Q. (By Mr. Wham.) Did Mr. Berry tell Mr. Novak that unions don't do any good; they bring on strikes?

A. No, sir.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all, thank you.

(Witness excused.)

Mr. Seyfarth: Mr. Berry.

EDWARD L. BERRY, a witness called by and on behalf of the respondent, Link Belt Company, having been previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) State your name, please.

Trial Examiner McCarthy: The witness has been sworn.

Q. (By Mr. Seyfarth.) Will you state your name, sir?

A. Edward L. Berry.

Q. Where do you live, Mr. Berry?

A. 5807 Dorchester Avenue, Chicago.

Q. You are employed by the Link Belt Company?

A. Yes.

Q. How long ago did you start your employment with the Link Belt Company?

1764 A. April, 1914.

Q. What did you do when you first started with the company?

A. Lathe hand.

Q. How long were you a lathe hand?

A. About a year.

Q. Then what did you do?

A. Became a time study man in the machine shop.

Q. How long were you the time study man in the machine shop?

A. About a year and one-half.

Q. Then what did you do?

A. I went out on the assembly floor and assembled cranes.

Q. How long did you work on that job?

A. About four months.

Q. Now, just tell the Examiner generally what you have done from that time to the present day for the Link Belt Company.

A. At that time we became a bit busy and I was transferred to run a night gang in the machine shop. I ran that eight or nine months and then was transferred to subforeman on crane assembly in the machine shop.

Shortly after that I became head of the time study department for all of the plant. I served in that job about five years.

After that I became works engineer and served on that job about three years.

After that I became general superintendent and 1765 was on that job somewhere between eight and ten years.

Two years ago I was made assistant general manager.

Q. That is the position you hold at the present time?

A. Yes.

Q. And your office is located at the 39th Street plant of the Link Belt Company?

A. Yes.

Q. Now, you have heard all of the testimony here, haven't you, Mr. Berry?

A. I have.

Q. You have heard the testimony of the various witnesses regarding the departmentalization of the foundry. Is it the fact that the foundry is divided up into the vari-

ous departments as has been described by Mr. Skeates and has been set forth on Respondent's Exhibit 1, the blue print?

A. It has been that way ever since I have worked for Link Belt Company.

Q. As a matter of fact, all foundries have similar divisions, have they not?

A. To my knowledge. The ones I have been in have.

Q. Now, do you know about what has been called here the N. R. A. Union?

A. I do.

Q. What was that N. R. A. Union, Mr. Berry?

A. Well, at the beginning of the N. R. A. that 1766 thing was formed in order to sort of cooperate with the spirit of the N. I. R. A.

Q. There were representatives from the various departments, were there?

A. There were seven representatives from the total plant.

Q. Did the company have a representative?

A. The company had one non-voting representative.

Q. Under this plan the representatives from the various departments were elected, were they not?

A. By secret ballot.

Q. And at one time Mr. Salmons was a representative, was he not?

A. Yes.

Q. How long did the various representatives hold office?

A. They were elected for a term of a year. They could be elected for additional years if their constituency so voted.

Q. When were elections usually held?

A. About the first of July and about the first of January.

Q. Regular meetings were held with the management, were they not?

A. Yes.

Q. On occasions were special meetings held?

A. Occasionally, yes.

Q. I show you Board's Exhibits 5 and 6, Board's Exhibit 5 being the plan otherwise known as the Employees' Representation Plan—isn't that correct, Mr. Reynolds?

Mr. Reynolds: Yes, sir.

Q. (By Mr. Seyfarth.) —and Board's Exhibit 6, being minutes of the employees' board meetings.

Now, does Board's Exhibit 6 comprise all of the minutes of the employees' board meetings?

A. No, there were many more minutes than that.

Q. You don't know where they are, do you?

A. I believe we have a set of them.

Q. Have you got a set of them with you here today?

A. Yes.

Q. Would you get them for me, please?

The Witness: May I have those minutes, Mr. Staskey?

Trial Examiner McCarthy: Are you going to introduce those?

Mr. Seyfarth: Yes, I would like to introduce all of them.

Trial Examiner McCarthy: In what way are they material?

Mr. Seyfarth: Well, I don't care to have part of the minutes introduced by the Board.

Trial Examiner McCarthy: No, the Examiner will rule against the admissibility on the ground of immateriality.

Mr. Seyfarth: I presume by the same token the Board's exhibit must have been immaterial.

1768 Trial Examiner McCarthy: It probably is. If you desire to withdraw it—

What is the purpose of Board's Exhibit No. 6? To prove that there was such an organization?

Mr. Reynolds: Yes, and to prove something of the similarity between that organization and the present Independent Union so far as the leaders and personnel is concerned.

Trial Examiner McCarthy: I think the record is full on that point.

Mr. Wham: Mr. Salmons was an active member of the—

Mr. Seyfarth: Well, I should think that all of the minutes would then have a significance if part of the minutes have. I would just like all of the information to be available, Mr. Examiner.

Trial Examiner McCarthy: Well, the Examiner does not wish to limit you on your proof, but it really doesn't seem material what happened, whatever they did in the old union.

Mr. Seyfarth: Well, I can just put them in as one exhibit. It won't take a minute.

Trial Examiner McCarthy: Yes, but it clutters up the record. The Examiner rules it is not material.

Mr. Reynolds: I will consent to having the Board's exhibit withdrawn, if that is agreeable.

Mr. Seyfarth: If that will be done it will dispense 1769 with my putting in the minutes. Is it so agreed then?

Mr. Reynolds: Yes.

Trial Examiner McCarthy: Number 5 will be withdrawn.

Mr. Wham: 6.

Trial Examiner McCarthy: Yes, Board's Exhibit No. 6.

Mr. Seyfarth: Board's Exhibit No. 6 will be withdrawn.

Q. (By Mr. Seyfarth.) Now, regarding the Louis Salmons' matter, Mr. Berry. Did you receive any information regarding Salmons prior to September 28, 1936?

A. I did.

Q. From whom did you receive information?

A. I received it from most of the general shop supervisory groups. I had application cards to the C. I. O. with Salmons' name given to me.

Trial Examiner McCarthy: Would that in and of itself be wrong; the fact that his name was on the application card?

Mr. Seyfarth: I understand that these were found on company—

The Witness: Found on company property, that were given to individuals on company property and on company time, who gave them to me.

Trial Examiner McCarthy: On company time?

The Witness: Yes, sir.

Mr. Seyfarth: Yes. Will you mark this Respondent's Exhibit 26 for identification?

(Thereupon the document above referred to was marked as Respondent's Exhibit No. 26, for identification.)

Q. (By Mr. Seyfarth.) I show you Respondent's Exhibit No. 26 for identification and ask you what that exhibit is.

A. It is the Amalgamated Association of Iron, Steel and Tin Workers of North America.

"I hereby accept membership in the Amalgamated Association of Iron, Steel and Tin Workers—" and so forth.

"Employed by Link Belt Company."

Q. It is all right. You don't have to read any further. About how many of those cards are there there?

A. I haven't counted them. I imagine there are a dozen.

Q. Do they all bear the signature of Louis Salmons?

A. Yes, sir.

Q. You are familiar with—

Trial Examiner McCarthy: May I see that, please?

Q. (By Mr. Seyfarth.) You are familiar with his signature, are you not?

A. Yes.

Q. Now, what was your understanding about these cards when you received them as to their prior whereabouts?

A. Some of them were given to me by individual employees; some of them were given to me by supervision who found them located in various plant departments.

Q. At that time was it your information that these cards had been distributed by Salmons on company time?

A. It was.

Mr. Reynolds: I object unless it is made more definite.

Trial Examiner McCarthy: Yes. I suppose you will couple that up.

Just to clarify the record, the Examiner will rule that the application card signed in blank by Louis Salmons Number C-8269 is similar in all respects to—

How many did you say there were?

The Witness: About a dozen. I didn't count them.

Trial Examiner McCarthy: —about a dozen received by the witness.

Mr. Seyfarth: Very well.

Trial Examiner McCarthy: In other words, it will tend to keep the record down.

Mr. Seyfarth: Yes, very well.

Q. (By Mr. Seyfarth.) Now, did you see Mr. Salmons at or about that time, Mr. Berry?

A. I usually saw Salmons every working day of the week.

Q. Did you ever observe him in the shop?

A. Why, I naturally observed him every time I saw him in the shop, as well as other people.

Q. Did you ever speak to him in the shop?

1772 A. Quite often.

Q. Did you ever see him talking to the crane man?

Mr. Reynolds: I object on the ground it is immaterial.

Q. (By Trial Examiner McCarthy.) Do you know what he was saying to the crane man? Did you hear the conversation?

A. No. I may have seen him talking with most of the crane men.

Trial Examiner McCarthy: What is the point; that he was talking to the crane man when he should be fixing electric wires?

Mr. Seyfarth: No, he was soliciting the crane man.

Trial Examiner McCarthy: Do you know that he was soliciting the crane man?

Q. (By Mr. Seyfarth.) Was it the crane man?

A. It was not the crane man. It was the sand slinger in the foundry.

Q. (By Trial Examiner McCarthy.) But you know that he was soliciting the man?

A. The sand slinger man told me he was.

Trial Examiner McCarthy: You may answer.

Q. (By Mr. Seyfarth.) When was that with reference to the 28th of September?

A. I would say it was about the middle of September.

Q. (By Trial Examiner McCarthy.) You mean about the 15th?

A. About that. I couldn't spot the date definitely.

1773 Q. (By Mr. Seyfarth.) You say you saw Mr. Salmons talking to the sand slinger operator?

A. "Long John," yes.

Q. Yes. His name is Long John?

A. Well, that is what we call him.

Q. Now, what did you do?

A. I was making my morning rounds and stopped at the south end of the foundry as I usually did in the mornings and chatted with Fred Skeates.

At that time Salmons walked by and he walked north in the foundry and started talking to Long John at the head of the sand slinger.

Fred Skeates and I stood there and chatted about the day's production, and roughly it was in around ten minutes Salmons was talking with Long John. I went up to Salmons and said, "Is there anything wrong here?" and he said, "Yes, there is something wrong with the motor."

I said, "Is it running, John?" John says, "Yes, it runs all right."

I told Salmons to get on his way and keep moving.

Later in the day I came back and asked Long John

again if there was anything wrong with his motor on the sand slinger. He said, "No."

I said, "What was Salmons doing?" He said, "He was asking me to join the C. I. O."

1774 Q. Had Long John at any time told you that his power line was cut from time to time?

A. Long John told me several times the switch was pulled on the sand slinger and that both Salmons and Johnson took that opportunity to come over and see what was wrong and solicit him in the C. I. O.

Q. Now, did you have a conversation with Salmons on Monday morning, September 28th?

A. I had a conversation with him on September 28th.

Q. Immediately prior to that time had you received other information about Salmon's activities during company time?

A. Not that I remember of.

Q. What did you do on Monday, September 28th?

A. I asked that Salmons report to my office.

Q. Did you then see Salmons?

A. He came into my office.

Q. Who was present?

A. William Conroy.

Q. Will you tell the Examiner exactly what transpired?

A. Salmons came into my office. I said, "Salmons, you have been organizing around here. You have been spending more of the company's time organizing than you have been doing your work. You are discharged."

Salmons—

Q. Pardon me. Did you tell him that you would
1775 give him just a half an hour to get out of the plant?

A. I told him I wanted him to be out of the plant in thirty minutes.

Q. What did Salmons say?

A. He said, "The law gives me that right."

Q. What did you say?

A. I said we wouldn't discuss that any further.

Q. Did Salmons then leave?

A. He left the plant as near as I can remember.

Q. Now, you have had some contact from time to time with the Labor Board, have you not, for this region?

A. I have.

Q. Did you talk with Mr. Disser from the Labor Board?

A. I did.

Q. And with Mr. Beman who was the regional director?

A. Yes.

Q. About when did you talk to Mr. Disser the first time?

A. I can't state the date definitely. It would appear to me it was in around the middle of October, 1936.

Q. Will you tell the Examiner just what happened on that occasion?

Mr. Reynolds: I object, if the Examiner please, on the ground it is immaterial.

Mr. Seyfarth: Now, this bring us, if the Examiner please, to I think a fundamental question to be decided with reference to lay-offs or discharges of Novak, Sorenson and Salmons.

I would like to show that in all of the dealings that Mr. Berry and the Link Belt Company had with the Labor Board—

Trial Examiner McCarthy: You mean the regional office.

Mr. Seyfarth: Yes, with the duly authorized agents of this regional office of the National Labor Relations Board, that the subject of Mr. Sorenson's being taken back was never brought up. And I would also like to show that Mr. Novak's name was mentioned but once and that there was never any demand made upon the company to rehire Novak.

I would also like to show that Mr. Salmons was taken back as a part of a deal and that there was an understanding with Mr. Beman of the Labor Board regarding these understandings and that it was understood that Mr. Salmons was to be taken back under the conditions under which he was subsequently rehired. That is what in substance I would like to show.

Mr. Reynolds: I still say it is immaterial.

Trial Examiner McCarthy: The Examiner rules that it is immaterial but you may make your offer of proof. It will go in the record.

Mr. Seyfarth: I would like to make an offer of proof.

Trial Examiner McCarthy: Will you make it very short, if you can?

Mr. Seyfarth: Yes, I will make an offer of proof in as few words as I can.

I would like to get the paragraphs of the complaint.

If it pleases the Examiner, at the outset I believe Mr. Ford made a request for subpoenas for Mr. Disser and for Mr. Beman, and they would be called here, subpoenaed to testify for this same purpose, and I don't believe there

would be any objection to have my offer of proof cover not only Mr. Berry but Mr. Beman and Mr. Disser, because if it is immaterial for one—

Trial Examiner McCarthy: I think you can limit it to Mr. Berry because if the Board's counsel wishes to refute it they will have to take steps to do so.

Mr. Reynolds: We are bound by the offer of proof that you make if it is material.

Mr. Seyfarth: My offer of proof then will include not only Mr. Berry but it will also include Mr. Beman and Mr. Disser.

Trial Examiner McCarthy: Under what provision of the National Labor Relations Act do you believe that the arrangement was made?

Mr. Seyfarth: I don't say that it was made in pursuance of any provision of the National Labor Relations Act.

I, of course, would like to show that the Board at 1778 that time didn't think that this was so terrible.

Trial Examiner McCarthy: Well, let us make it clear. You mean the regional office?

Mr. Seyfarth: Yes.

Trial Examiner McCarthy: The Board has no knowledge of it.

Mr. Seyfarth: When I say the Board I mean the regional office.

Trial Examiner McCarthy: There is a vast distinction.

Mr. Seyfarth: Indeed there is. It is about time for a few minutes' recess. I wonder if we could take one?

Trial Examiner McCarthy: A five-minute recess.

(A short recess was taken.)

Trial Examiner McCarthy: You may proceed.

Mr. Seyfarth: If it pleases the Examiner, I would like to make the following offer of proof:

If the witnesses, Berry, Beman and Disser, were allowed to testify, they would testify in substance, respectively, to the following matters:

That this regional office of the National Labor Relations Board took under advisement the complaints concerning—

Trial Examiner McCarthy: You mean charges?

Mr. Seyfarth: —charges concerning discriminatory layoffs of Louis Salmons, Joseph E. Novak and Nels 1779 Sorenson. Pursuant thereto there were conferences held between Mr. Disser and the duly authorized agents of the Link Belt Company and on occasions between Mr. Beman and the duly authorized agents of the Link

Belt Company; that the request was made of the agents of the Link Belt Company to re-employ Louis Salmons.

Trial Examiner McCarthy: By whom?

Mr. Seyfarth: By Mr. Beman and Mr. Disser. That the request was never made of the Link Belt Company to re-employ Joseph E. Novak or Nels Sorenson;

That Mr. Berry asked the duly authorized agents of this regional office of the National Labor Relations Board on what conditions he should re-employ or reinstate Joseph E. Novak, whereupon—

Trial Examiner McCarthy: Novak?

Mr. Seyfarth: Salmons, Louis E. Salmons. Whereupon it was agreed by and between the agents of the company and the agents of this regional office that Salmons was to work a standard work week and that there would be no back pay complications, and that if the Link Belt Company took back Mr. Salmons and gave him a job that that was all that they were going to ask the Link Belt Company to do;

That on one occasion Mr. Beman said, "I will call that weasel down to the office and tell him to behave himself, to do a day's work,—"

1780 Trial Examiner McCarthy: Who is the weasel?

Mr. Seyfarth: Mr. Salmons.

(Continuing) "—and lay off any union activities during company time, or he will get fired."

That thereafter Mr. Beman requested Salmons to ask for his job.

Now, Mr. Berry,—

Trial Examiner McCarthy: That is your offer of proof?

Mr. Seyfarth: That is my offer of proof, and in making these offers I make the offer as to each witness in its entirety.

Trial Examiner McCarthy: East witness?

Mr. Seyfarth: Each witness as to its entirety.

Trial Examiner McCarthy: Which witness do you refer to?

Mr. Seyfarth: Mr. Berry, Mr. Disser and Mr. Beman.

Mr. Reynolds: Were they always in each other's presence when these things occurred?

Mr. Seyfarth: And also as to each and every component part thereof, and they are made in support of the averments contained in paragraphs six, seven and eight of the respondent's answer and in support of the averments contained in any answer to the amended complaint as heretofore filed by Mr. Reynolds.

Do I take it that the offer has been overruled?
1781 Trial Examiner McCarthy: The offer is denied.

Mr. Seyfarth: With exceptions thereto.

Trial Examiner McCarthy: Exceptions granted.

Q. (By Mr. Seyfarth.) Now, did you see Mr. Salmons on December 21, 1936?

A. I did.

Q. At what time of the day was it?

Trial Examiner McCarthy: Excuse me. What was that date?

Mr. Seyfarth: December 21, 1936.

The Witness: Some time between 8 and 9 A. M.

Q. (By Mr. Seyfarth.) Where did you see him?

A. In my office.

Q. Who was present?

A. No one when he came in.

Q. Did you talk to him then?

A. I did.

Q. Did you talk to him before anybody else came in your office?

A. I did.

Q. What did you say to him and what did he say to you?

A. When he came in my office he said, "I am here to ask for my job back."

I said, "Will you please excuse yourself for a few minutes as I want to get someone else in the office?"

1782 Q. Then what did you do?

A. I called for William Conroy.

Q. Did he come in your office?

A. He did.

Q. Will you tell the Examiner just what transpired after Mr. Conroy came in your office?

A. After Conroy got back to my office and Salmons was in my office I said to Salmons, "Go ahead, Lou."

He said, "I am here asking for my job back."

I said, "Who sent you here?"

He said, "Mr. Disser of the 13th Regional District sent me here," I said, "What did he say to you?"

"Well, he said I should come down and ask for my job."

I said, "Did he say anything else; anything other than that?"

He said, "Yes. He called me in his office and said, 'You go down and ask Berry for your job again, but you must understand this; that you go back there under the condition that you do no unionizing on company time.'"

Then I said to Salmons, "Do you agree to this?" Salmons said he did, and "I'm a man of my word."

I said, "All right, go back to work."

Q. Were there any papers signed by the Link Belt Company in which either Mr. Salmons, Mr. Novak, Mr. Sorenson or this regional office of the National Labor Relations Board were a party?

A. Not to my knowledge.

Q. Did you see Joseph Novak after that?

A. After date of December 21, 1936?

Q. Yes.

A. Yes, I did.

Q. Where did you see him?

A. He came to my office.

Q. Who was present, if anyone?

A. Conroy was present.

Q. What was said by all of those present?

A. Novak said he would like to have his job back. I told him that he could have his job back inasmuch as we had put Salmons back, but it was with the distinct understanding that he carry on no unionizing activities on company time.

Q. Was it your feeling at that time, Mr. Berry, that you were under any compulsion to rehire Mr. Novak?

A. We were under no compulsion to rehire Novak.

Q. What is the fact concerning Novak with reference—
Trial Examiner McCarthy: Excuse me.

Q. (By Trial Examiner McCarthy.) Did you feel that you were under any compulsion to rehire Salmons?

A. Only due to the pressure of the Labor Board of this district.

Q. In what way did they exercise pressure?

1784 A. Well, both Mr. Disser and Mr. Beman said, "Now, you should take that fellow back. If you don't there will be a lot of newspaper publicity." And there was a lot of newspaper publicity for those kind of cases at the time. And he said, "You will be very probably up against a very high litigation expense."

Q. (By Mr. Seyfarth.) That would have been part of your testimony concerning your relationship with the agents of the National Labor Relations Board had the offer of proof been allowed?

A. Yes.

Q. Is that not true?

A. Yes, sir.

Q. Now, do you know Nels Sorenson?

A. I do.

Q. Where was he employed?

A. He was employed as a janitor in the tool room.

Q. Do you recall ever seeing Nels Sorenson on October 1, 1936—

I call your attention specifically to the testimony wherein he stated that you saw him while he was standing on a ladder and told him that he wouldn't be on that ladder next Monday morning.

A. I have seen Nelson Sorenson a great many times on ladders. To my knowledge I have never spoken 1785 to him while on a ladder.

Q. Did you ever tell him that he wouldn't be on that ladder Monday?

A. No.

Q. Did you discharge Sorenson?

A. I did.

Q. Had you received any reports about Sorenson's conduct while he was doing services ostensibly for the Link Belt Company?

A. I did.

Q. Will you tell the Examiner in a few words what you had heard about Sorenson?

A. He was a general disturber of the peace; he was difficult to work with; he was arbitrary; he wouldn't do what the mechanics under whom he was working requested him to do; he would stand in the middle of the aiseways and harrangue and discuss.

Trial Examiner McCarthy: Discuss what?

The Witness: Practically anything under the sun.

Q. (By Mr. Seyfarth.) By the way, he seemed to talk about anything under the sun when he was on the stand here, didn't he, Mr. Berry?

Mr. Reynolds: I object to this.

Trial Examiner McCarthy: Strike it. The record will speak for itself.

1786 Mr. Seyfarth: Go ahead.

The Witness: He just, as far as we were concerned, was not a desirable employee to have at the plant at 39th Street.

Q. (By Mr. Seyfarth.) Now, after Sorenson was discharged did he ever come to see you?

A. He did.

Q. About when was the first time he came to see you, sir?

A. Oh, as far as I recollect, it was a week or so after Salmons was re-employed; several weeks after December 21, 1936.

Q. What did he say and what did you say?

A. He came into my office and said, "You know I was fired." I said, "I do."

1787 He said, "Why was I fired?" I told him because he was a general disturber.

He said, "Do I do the jobs I have to do right?"

I said, "As long as you didn't disturb people with whom you were working and the people with whom you were associating."

And he said, "That answer won't do."

He became a bit agitated, and I said, "Well, Nels, you go back and come back in a few days and I will see if I can find anything further out about your discharge."

During an interval of several days, I don't know how many, I checked with Mr. Forss and got the same answer as I got before.

Sorenson then came into my office and said, "Did you find out anything additional?"

I said, "No, the same charge stands." And when I said that he became very angry and hammered on my desk and said, "You'll tell me any God damn thing I want to know."

I said, "That is enough, you will please get out of the office."

And that was the end of that.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Mr. Forss testified that you called up and said that Nels was in an argument over here. Do you recall what that was? The day he was transferred. Isn't that correct?

1788 A. I was walking through the foundry and saw Nels up at the north west end of the foundry where the patterns were stored. There were four or five fellows around him. He was haranguing and he was waving his arms and swearing much more than the average fellow has any right to swear. So I goes back to my office and calls up Forss and tells him he better get hold of Sorenson; we had had quite enough of that.

Q. That was really the time he was fired, was it not?

A. Yes.

Q. And that was the occasion?

A. That was the final.

Q. Do you know what he was arguing about at the time?

A. I don't know what he was arguing about.

Q. That particular case is a difficult one, and if you could shed a little light on it—

What was he arguing about with the four or five fellows?

A. I don't know. I didn't stand there.

Q. Did you hear what he was talking about?

A. No, I just heard cuss word after cuss word streaking out.

Q. Who were the men there, do you know?

A. John Kowatch was one, and there was a little fellow from the production office of the foundry, that was another. I think it was Kresge, a production clerk in the foundry at that time.

1789 Q. They are not in the witness room today, Kowatch or Kresge?

A. No, neither of them are here.

Direct Examination (Continued).

Q. (By Mr. Seyfarth.) Now, Mr. Berry, at the time you issued the order to Mr. Forss to discharge Sorenson did you know whether or not Sorenson belonged to any particular union organization?

A. No, I didn't know.

Q. Did you know that he was a member of the C. I. O.?

A. No.

Q. Did his membership or non-membership in any labor organization have anything to do with you issuing the discharge order?

A. It had not.

Q. You state now that he was discharged because he was a disturber of the men in the plant?

A. He was an undesirable employee for our plant.

Q. Now, at any time during your conversation with Novak when he wanted to know the reason for his discharge did you discuss the subject of unions?

A. Only to the extent that I told him he had been organizing on company time.

Q. I am talking now about Sorenson.

A. About Sorenson?

1790 Mr. Seyfarth: Yes, I am sorry.

Trial Examiner McCarthy: You said Novak.

Mr. Seyfarth: I am sorry.

The Witness: Unionization never had any part of our conversation with Sorenson.

Q. (By Mr. Seyfarth.) At any time?

A. No, sir.

Q. (By Trial Examiner McCarthy.) Sorenson, as you recall, testified, "Berry asked 'What did you get fired for?'" And he said he claims that you said, "I can't help what my foremen do." Is that correct?

A. It was not. I knew what he got fired for.

Q. For the argument in the foundry?

A. That, with other disturbing things.

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: The witness had issued the instructions to discharge the man, if it pleases the Examiner.

Trial Examiner McCarthy: Yes, I understood that.

Q. (By Mr. Seyfarth.) Now, Mr. Berry, you had what was known as the Employees' Board at the Link Belt Company, did you not?

A. The thing that was called the N. R. A. Union?

Q. Yes.

A. We had.

Q. You have testified to that?

1791 A. Yes, sir.

Mr. Seyfarth: Mr. Reynolds, did you put in the special meeting at which the Employees' Board was dissolved, or did you put that in, Mr. Wham?

Mr. Reynolds: Maybe Mr. Wham did. I am not sure. I didn't.

Mr. Seyfarth: You didn't put that in either, Mr. Wham?

Mr. Wham: No.

Mr. Seyfarth: Will you mark this Respondent's Exhibit 27 for identification?

(Thereupon, the document above referred to was marked as Respondent's Exhibit No. 27 for identification.)

Q. (By Mr. Seyfarth.) I show you Respondent's Exhibit No. 27 for identification and ask you whether or not that is a memorandum dissolving the Employees' Board of the so-called N. R. A. Union?

A. It is.

Q. When was this memorandum entered into?

A. Early morning of April 19, 1937.

Trial Examiner McCarthy: May I see that, please?

Mr. Seyfarth: This is a copy.

Q. (By Mr. Seyfarth.) What was the reason at that time for dissolving the N. R. A. Union?

A. The Wagner Bill had been upheld by the Supreme Court of the United States.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) It is not clear to the Examiner why the Employees' Board was not dissolved a day or so after July 5, 1935, when the Act was passed by Congress. Can you tell us why?

A. I have no knowledge of why it wasn't dissolved.

Q. Well, you say it was dissolved on—

A. The 19th of April.

Q. —April 19, 1937, which was about seven days after the Supreme Court upheld the Act.

A. Yes.

Mr. Seyfarth: Upheld the Wagner Act.

Trial Examiner McCarthy: The Act, yes.

Mr. Seyfarth: Yes?

Q. (By Trial Examiner McCarthy.) Why is it it was dissolved when the Supreme Court affirmed the Act of Congress and it was not dissolved when Congress passed the Act?

A. The Employees' Board called to have it disbanded. The company didn't. The company concurred with the seven members of the Employees' Board. They were the ones that requested it be disbanded.

Q. As I understand it, in a sense the Employees' Board was more of a company union; otherwise it would not have to be disbanded under the Wagner Act; isn't that correct?

1793 A. It was a union in which management participated to the extent of having one non-voting representative. These men would bring their complaints and their requests to us and we would attempt to give them an answer. It was a co-operative thing between the employees and management.

Trial Examiner McCarthy: I have noticed throughout the course of this hearing that some efficacy seemed to have been added to the Act by the decision of the Supreme Court which wasn't present in the Act when it was originally passed, and I was wondering why that was.

Mr. Seyfarth: That brings us back to the fundamental question of when is a law valid; when it is passed or when the Supreme Court says that it is valid.

Mr. Wham: Almost every lawyer in the country gave the opinion that it was not constitutional.

Trial Examiner McCarthy: I think there were only 58 of us.

Mr. Seyfarth: As a matter of fact, I think the agents of the Labor Board weren't so sure of their jobs until the time that the Act was declared constitutional.

Trial Examiner McCarthy: You may proceed.

Direct Examination (Continued).

Q. (By Mr. Seyfarth.) Now, Mr. Berry, you entered into the memorandum of agreement identified as Respondent's Exhibit 27 for identification at the request of 1794 the members of the board, did you?

A. Yes, sir.

Q. Now, there has been quite a bit of talk here about the Independent Union. Will you tell the Examiner briefly when you first heard of the Independent Union?

A. April 19, 1937.

Trial Examiner McCarthy: The day the old employees' plan was dissolved?

The Witness: That is correct.

Q. (By Mr. Seyfarth.) What happened on that day, sir?

A. I was in my office and was visited by three people.

Q. Who were they?

A. John Litster, Ray Froling and George Linde.

Q. What did they say?

A. Well, they came in and said, "We are the executive officers of the Independent Union of Craftsmen."

Q. What did you say?

A. Well, I said, "Who are they?"

Q. Now, let me interrupt you, Mr. Berry.

Had you at any time prior to this meeting heard of the Independent Union of Craftsmen of Link Belt Company?

A. I had not.

Q. Had you ever seen any lists or dodgers of any kind that they had put out?

A. No, sir.

1795 Q. This was your first knowledge of the existence of the so-called Independent Union of Craftsmen; is that true or false?

A. It is true.

Q. Then what did the gentlemen say to you?

A. Well, I asked them who they were and they said they were a group of employees; they represented a group

of employees of the 39th Street plant of the Link Belt Company who wanted us, meaning the Link Belt Company, to recognize them as the bargaining agency for the employees.

I said, "Well, what proof have you got that you have the majority of the employees of this plant?"

Q. Let me interrupt again, Mr. Berry.

Now, at that time you had a knowledge to some extent of the provisions of the Wagner Act, did you not?

A. Yes.

Q. And I presume that you had a knowledge of the Wagner Act which stated that you could deal only with an agency that represented a majority of the men; is that true?

A. Yes, sir.

Q. Go ahead.

A. Pardon me?

Q. Go right ahead now.

A. I asked them by what right they were coming and telling me they had a majority. They said by right 1796 of over 51 per cent of the employees of the plant from whom they had signatures.

I said, "May I have the paper containing these signatures?"

They said, "We will not surrender them but we will let you look at them." So they turned over to me a number of sheets of paper and a number of cards.

Trial Examiner McCarthy: Are they in evidence? Have they been introduced in this hearing?

The Witness: They have.

Mr. Seyfarth: They have been introduced in evidence.

Trial Examiner McCarthy: What number? We want the record to show clearly.

Mr. Wham: Intervener's No. 2.

Mr. Seyfarth: Intervener's No. 2 and—

Mr. Wham: Just 2.

Trial Examiner McCarthy: May I see those?

Mr. Seyfarth: There is a typewritten copy.

Q. (By Mr. Seyfarth.) Is that document, Intervener's Exhibit 2, a copy of the list of names that was on that day shown to you?

A. That would be difficult for me to say because, naturally, I couldn't remember this many names, but it was a list—

Q. You have before you a typewritten copy. You don't

know exactly what the original looks like on this date, do you?

A. No, except a bunch of papers and cards that 1797 were a bit soiled from handling.

Q. Yes. Do you know whether or not the heading of the list was somewhat similar to Board's Exhibit 2-A?

Trial Examiner McCarthy: Isn't that Intervener's?

Mr. Seyfarth: No, I think this is a Board's Exhibit.

The Witness: Generally it would sound to me as if they were the same.

Q. (By Mr. Seyfarth.) But you don't recall at the present time?

A. I don't recall the exact wording.

Mr. Reynolds: I don't believe that is Board's Exhibit 2-A. Isn't it 20 or 21?

Trial Examiner McCarthy: I think it is Intervener's 2-A.

Mr. Seyfarth: It is stamped Board's Exhibit, but the word "Intervener's" has been written there.

Mr. Reynolds: I introduced that I know.

Mr. Wham: That was just to supplement the typewritten copy there. This is one of the original lists.

Trial Examiner McCarthy: Yes.

Mr. Reynolds: I introduced it to show the similarity of the printing to the company's.

Trial Examiner McCarthy: Yes.

Q. (By Mr. Seyfarth.) Then did you proceed to examine the list of names that had been furnished?

1798 A. I did.

Q. Will you tell what you did in this regard?

A. I told these three men that I would have to check these names; that I just couldn't take their word for it, and it would probably take some time; they could either wait there or go back to their jobs.

They said they preferred to wait, so I proceeded to check the names with my payroll list that I always keep in the office. I would say 80, 85 per cent of the names I readily recognized as being members of the 39th Street plant of the Link Belt Company. The remainder of them I had to check against our payroll by departments.

Having checked them and assuring myself to the best of my ability that they were employees of the 39th Street plant, I counted them. I think in one instance, as, I remember it, there was a duplication of one name. I

called that to their attention, they checked it, and scratched it out.

Q. Generally speaking, did you recognize the names as employees of Link Belt Company?

A. Right off, just as I went over it the first time, I recognized in around 80, 85 per cent of the names. The rest I had to check on the payroll because I didn't know those particular men by name.

Q. About how many names do you remember appeared on the list, in round numbers?

1799 A. Oh, as far as I can remember it was in around 700.

Q. About how many eligible employees did you have on the payroll at that time?

A. Oh, my guess would be between ten and eleven hundred.

Q. What did you tell the gentlemen then, if anything?

A. Well, I told them that I hadn't any authority to recognize any union; that it would be something that would have to be taken up with the executive officers of the company; that I could report to the executive officers of the company what we had gone through and I would like for them to give me several days' time to contact—

Trial Examiner McCarthy: This all happened on April 19th?

The Witness: It did.

(Continuing) —to contact the executive officers of the company.

Q. (By Mr. Seyfarth.) Did you then go over this situation with the executive officers of the company?

A. I went over it first with my superior, Mr. Burnell, vice-president. Then he and I went to the general office of the company and there we contacted Mr. Kauffmann, president, and Mr. Carter, vice-president.

Q. Now, at that time did you seek any legal advice?

A. We did.

Q. Now, thereafter you received a letter from 1800 Mr. Kauffmann authorizing you to sign a recognition agreement, did you not?

A. Yes.

Mr. Seyfarth: Will you mark this Respondent's Exhibit 28 for identification?

(Thereupon, the document above referred to was marked as Respondent's Exhibit No. 28 for identification.)

Q. (By Mr. Seyfarth.) I show you Respondent's Exhibit No. 28 for identification and ask you if that is the

letter of authorization you received from the president of the company?

A. It is.

Trial Examiner McCarthy: Let me see Board's 2-A.

Counsel, what does this refer to this letter of April 21st from Kauffmann?

Mr. Seyfarth: That refers to an agreement recognizing the Independent Union of Craftsmen.

Trial Examiner McCarthy: And the agreement is in evidence?

Mr. Seyfarth: The agreement, I understand, is in evidence as Intervener's Exhibit No. 1.

Mr. Reynolds: It is in evidence as a Board's Exhibit too; I think No. 16.

Trial Examiner McCarthy: I think that is the constitution, Board's Exhibit 16.

Mr. Wham: The Board has it in also, but I put it in.

1801 Trial Examiner McCarthy: You ought to withdraw one of them because it tends to make the record very bulky.

Mr. Wham: Let the Board withdraw it, because I would like to have the Intervener's chief exhibits under the intervener's case, if possible.

Trial Examiner McCarthy: Does it make any difference to you?

Mr. Reynolds: Well, I would rather keep it in as a Board's Exhibit.

Mr. Seyfarth: Perhaps we can compromise and put it in as a company exhibit.

Mr. Reynolds: I thought an arrangement was made whereby it would be called a joint exhibit, Board's and Intervener's.

Mr. Price: That was one of the by-laws.

Trial Examiner McCarthy: That is Board's Exhibit 16; that is the constitution.

Mr. Wham: I don't think that is 16 of the Board. I think it is an earlier number.

Mr. Seyfarth: How shall I make reference to it, Mr. Examiner; as an Intervener's Exhibit or a Board's Exhibit?

Trial Examiner McCarthy: It is a duplication. It will be Intervener's Exhibit No. 1. Is that No. 10 that you refer to?

Mr. Reynolds: It seems to me that there is already

1802 testimony in there in reference to the Board's number. I think there are probably several occasions that it is mentioned, and for purposes of clarity I think it has to be left in.

Trial Examiner McCarthy: Board's Exhibit 10; is that the agreement that has been referred to in Kauffmann's letter?

Mr. Reynolds: No, I referred to it as Board's Exhibit 10, and asked questions of the witnesses.

Mr. Seyfarth: Board's Exhibit 10 and Intervener's Exhibit 1; is that right?

Trial Examiner McCarthy: Yes, that is the way we will keep the record clear.

Mr. Seyfarth: For the purpose of the record the witness identifies Board's Exhibit 10 and Intervener's Exhibit 1 as the agreement which was signed by him subsequent to the authorization received from the president of the Link Belt Company, now in evidence or now identified as Respondent's Exhibit 28.

Q. (By Trial Examiner McCarthy.) When did you first receive, and from whom, the form of agreement, Board's Exhibit 10 and Intervener's Exhibit No. 1? When did you first receive that? It is referred to in Mr. Kauffmann's letter as the form prepared by the Independent Union.

Mr. Seyfarth: On April 19th; that is the date of 1803 the agreement.

Trial Examiner McCarthy: The agreement is dated April 21st, is it not?

The Witness: The agreement was signed by Link Belt Company on April 21, 1937.

Mr. Seyfarth: That is right.

Q. (By Trial Examiner McCarthy.) And from whom did you receive it?

Mr. Wham: It was brought in by the Independent Union at the time they—

Trial Examiner McCarthy: I want to get Mr. Berry's answer.

The Witness: It was given to us by the Independent Union.

Q. (By Trial Examiner McCarthy.) Who, do you recall?

A. The executive group that was composed of Litser, Linde and Froling. I don't know which one handed it to me.

Mr. Wham: At the time that they brought in the list.

Trial Examiner McCarthy: Counsel, please.

Mr. Wham: I was just trying to get the thing straight.

Trial Examiner McCarthy: Yes. You may proceed.

Mr. Seyfarth: Now, to avoid repetition, if the Examiner pleases, I would like to have the witness tell whether or not the testimony of George Linde regarding the various meetings on collective bargaining were true in substance to the best of his recollection. I think 1804 that is a quick way to dispose of it.

Trial Examiner McCarthy: Yes.

Q. (By Mr. Seyfarth.) Is that the fact, Mr. Berry? You have heard Mr. Linde's testimony here, haven't you?

A. Yes. That is a fact.

Q. And he told about various meetings regarding collective bargaining.

A. Meetings from about the 1st of May, '37, to a week or two ago.

Q. Yes. And he testified as to various dates and times that the meetings were held and what was discussed in those meetings.

Now, do you recall Mr. Linde's testimony in that regard?

A. Generally I do.

Q. Now, you listened to it here when he was on the stand, didn't you?

A. I did.

Q. At the time he testified regarding those meetings on collective bargaining did any discrepancies come to your mind, or were they substantially true as he testified to?

A. Substantially true as testified.

Mr. Seyfarth: All right. Now, will you mark this Respondent's Exhibit 29 for identification?

(Thereupon, the document above referred to was marked as Respondent's Exhibit No. 29 for identification.)

1805 Mr. Wham: What was 28? I have forgotten.

Mr. Seyfarth: That was the letter of authorization from Mr. Kauffmann.

Q. (By Mr. Seyfarth.) I hand you a document marked Respondent's Exhibit 29 for identification, and ask you what that is?

A. It is a request from the executive officers of the Independent Union of Craftsmen to Link Belt Company

asking for an appointment to start negotiations for a working contract with that union.

Q. Now, was a draft of contract submitted to you by the Independent Union of Craftsmen?

A. A draft of a working contract?

Q. Yes.

A. Yes.

Q. Were there any meetings held on the subject of what was to be included in this contract?

A. Yes.

Q. About how many meetings were held, Mr. Berry?

A. Oh, as I remember it, somewhere between four and six.

Q. Now, there has been introduced in evidence here as Intervener's Exhibits 8 and 9, a draft of a contract with pencil notations which were made at a conference, and then a final draft which was agreed upon or agreed to between you and the representatives of the Independent Union, subject, however, to approval by 1806 the officials of the Link Belt Company.

A. We had three or four meetings in my office with the executive officers of the Independent Union. At one of those meetings their attorney, Mr. Wham, was present. Then we had one or two additional meetings in the general offices of the Link Belt Company. Mr. Wham attended those meetings, together with Mr. Kauffmann, president of the Link Belt Company, and Mr. Carter, a vice-president, and Mr. Burnell, a vice-president.

Mr. Seyfarth: Have you got those contracts?

Mr. Wham: They are in evidence there some place.

Q. (By Mr. Seyfarth.) Is this document marked Intervener's Exhibit No. 8 the tentative draft?

A. Yes, sir.

Q. And this exhibit, which looks very familiar and is numbered Intervener's Exhibit 9, what was known as the final draft? I think it was referred to during the testimony, as the draft which was taken from the—

Mr. Reynolds: New York Times.

Mr. Seyfarth: Is that correct, Mr. Wham?

Mr. Wham: Draft of what?

Mr. Seyfarth: Draft that was taken from the New York Times?

Mr. Wham: No, this draft wasn't.

1807 Trial Examiner McCarthy: The constitution, I think. Wasn't that correct?

Mr. Wham: No, not the constitution.

Mr. Reynolds: The C. I. O. contract.

Trial Examiner McCarthy: Yes.

Mr. Wham: This is the final draft submitted by the Independent Union as a working agreement between the company and the union.

Trial Examiner McCarthy: You are referring to Intervener's Exhibit—

Mr. Wham: No. 9.

Trial Examiner McCarthy: —No. 9.

Mr. Wham: What Mr. Seyfarth is referring to is the fact that when I started to draft that originally I used as a form the agreement which was prepared between the C. I. O. and Carnegie Illinois Steel Corporation, which appeared in the New York Times.

Q. (By Mr. Seyfarth.) That contract was not a product of the legal talent hired by the Link Belt Company, was it, Mr. Berry?

A. No.

Trial Examiner McCarthy: How far did they participate in the negotiations of the contract?

Mr. Seyfarth: That is just what I was going to ask.

The Witness: How far did who?

1808 Trial Examiner McCarthy: Your legal counsel.

The Witness: To no particular extent other than after this thing got to about its final stage—

Trial Examiner McCarthy: You are referring to Intervener's Exhibit No. 10?

Mr. Wham: 9.

The Witness: No. 9. When it got up to about the completion stage we called our attorneys in and asked them what they thought of it. That was the only thing at that time they had to do with it.

Q. (By Mr. Seyfarth.) Now, the company, in fact, never signed Intervener's Exhibit No. 19, did it?

A. No.

Q. When you took the matter up with the superiors they said, "Nothing doing;" is that in substance what happened?

A. Well, a group of us agreed we should not sign it.

Trial Examiner McCarthy: You mean a group of the respondent's officers?

The Witness: Of the company's officers.

Q. (By Mr. Seyfarth.) Now, Mr. Berry, what has been your practice as operating superintendent regarding instructions to employees and sub-foremen—strike that—instructions to your supervisory force?

A. The operating division is headed up by a general superintendent. We had a foundry. The foundry was governed by a foundry superintendent. We had 1809 a structural and fabricating shop which was governed by a general foreman. We had a machine shop that was governed by a general foreman. The pattern shop was under the jurisdiction of the foundry superintendent. We had a crane assembly shop where cranes were assembled. We had a centralized planning room. The production man was there. The head of the foundry and machine shop was there. The route clerks and time study men and production clerks. In that department we routed and specified and made out work tickets from the bills of material that were written up by the engineering department.

Then we had the necessary supplementary departments such as receiving, shipping, maintenance, carpenter shop, stock room, store room, power house and yard gang.

Q. Now, has it been your practice ever since becoming assistant general superintendent and in charge of the 39th Street plant to hold meetings with the supervisory force?

A. Yes. We were an organization that had pretty much grown up together. We were pretty closely knit, and for years we had been having what we called noon meetings.

Trial Examiner McCarthy: N-o-o-n?

The Witness: N-o-o-n. It was directly after lunch at 12:30. Those meetings had been in existence ever since I came to Link Belt Company. The original meetings had to do with production. The meetings had as a chairman the chief production clerk, and all of the other 1810 departments had a production clerk working for them. The chief production clerk would give them the orders, when he wanted jobs shipped. These other fellows would have to report to him so that we could correlate the efforts of all of the departments so that when a job went down to the shipping room it was complete. That was the original function of the noon meetings.

Q. (By Mr. Seyfarth.) That is, you discussed production?

A. We discussed production.

I would say four or five years ago we thought we should broaden that after the production meeting was over. We were attempting to tie the plant closer to-

gether. So in order to broaden it, after the production clerks and so forth had finished their duties, they were sent back to their jobs. Then we had the tops of each of the various departments there, plus, at various days during the week, the head of the engineering department, the purchasing agent and the sales manager and the master mechanic, the shipping room man and the traffic man, so as to tie the group up so that every fellow would have a little better appreciation of the other fellow's job and, knowing something about the trials of the other fellows' job, they get along a little bit better.

Q. Now, did your discussion with the various operating heads turn to the subject of labor during the year 1936?

1811 A. Quite naturally. At the time we were relatively busy. There was, as we all know, a lot of labor agitation throughout the country, and it became necessary for us to formulate plans and ideas how to handle labor, how to better get along with them, how to keep up our relationships with our employees.

Q. Now, what were your general instructions to your operating heads regarding the position that they were to take on union organizations in the plant?

A. Well, I would say after the 12th of April, 1937, and with the Salmons case as a background, our very definite instructions to our supervisory group were that they had no place in unionization, their jobs was absolutely one of production, they could take no interest in it.

And then we would discuss those things in general and I would ask the men to cite me specific instances where they wanted advice or where they wanted things answered. Well, the most pronounced question, the question that came to me the oftenest, a foreman would say, "Well, so and so came to ask me 'Should I join a specific union?'" And our instructions to those men were that—

Trial Examiner McCarthy: You mean the foremen?

The Witness: Yes. Our instructions to the foremen and to individuals who would ask us—I had a great many ask me that same question—was that we can have nothing to do with recommending the joining of any 1812 union at all. "You will just have to use your own judgment and size them up and vote for yourself which way you want to go; we can have no interest in it."

Q. (By Mr. Seyfarth.) Now, you have testified, Mr. Berry, to quite a long history of employment with the

Link Belt Company and undoubtedly you became acquainted and more or less grew up with a great number of those men in the plant, didn't you?

A. I did.

Q. Now, did any of them ever come to you to ask you about unions?

A. A great many of them.

Q. What was your answer to them?

A. My answer was always, "I am sorry, I can't help you. We have nothing to do with it. You will have to form your own answers."

Q. Now, did you tell the heads of these various departments to pass along this information to their foremen?

A. Many times. That was discussed in the noon meetings several times a week.

Q. Now, at the time Salmons was discharged was it your policy at that time to give a man a warning before you discharged him?

A. It was.

1813 Mr. Seyfarth: Mr. Examiner, I have come to quite a convenient breaking off point.

Trial Examiner McCarthy: I just want to ask one question.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Did you warn Salmons?

A. The only instance I talked to Salmons about that was the instance I just related at the sand-slinger head with Long John.

Q. Isn't that the reason you fired him?

A. That was several weeks before Salmons was fired.

Q. What was the reason you fired him?

A. For unionizing on company time.

Q. That was the time, was it not?

A. No, several weeks after that he was fired.

Q. What instance? I don't think you cited the instance.

A. I said several weeks before Salmons was fired, Fred Skeates and I were standing at the south end of the foundry. Salmons walked by us.

Q. To talk to Long John?

A. Yes, to talk to Long John.

Q. But is that the reason that you fired him, because he was soliciting at that time?

A. No, there were other times that I related.

Mr. Reynolds: I didn't hear any others.

1814 Mr. Seyfarth: Yes, he said after that he got reports that Salmons had continued his activities.

Trial Examiner McCarthy: He got reports?

The Witness: Yes.

Q. (By Trial Examiner McCarthy.) You didn't have any of your own knowledge?

Mr. Seyfarth: He didn't have any of his own knowledge.

The Witness: Only reports that I got from the supervisory staff.

Trial Examiner McCarthy: Seven-thirty.

Mr. Seyfarth: And then we will take up The National Metal Trades Association.

Trial Examiner McCarthy: Seven-thirty.

Mr. Reynolds: Seven-thirty?

Trial Examiner McCarthy: Is it convenient to everybody? We have got to finish this case up tomorrow.

Mr. Wham: Why not make it seven?

Trial Examiner McCarthy: I meant seven, rather.

Mr. Reynolds: I thought we were going over until tomorrow morning.

Trial Examiner McCarthy: We are, as I understand. We are probably going over into tomorrow afternoon and evening.

Mr. Reynolds: Why won't we get through tomorrow morning?

Mr. Seyfarth: There was a lot of cross-examination that I didn't anticipate. I thought I would get
1815 started on Mr. Berry at 2 o'clock today, but I didn't.

Mr. Reynolds: I would rather have a night session tomorrow night if necessary.

Trial Examiner McCarthy: We will make it seven o'clock this evening.

(Whereupon, a recess was taken until 7 o'clock p. m.)

1816

After Recess.

(Whereupon, the hearing was resumed, pursuant to the taking of recess, at 7:00 o'clock P. M.)

Trial Examiner McCarthy: You may proceed.

EDWARD L. BERRY, a witness called by and on behalf of the Respondent, being previously duly sworn, resumed the stand and testified further as follows:

Direct Examination (Continued).

Q. (By Mr. Seyfarth.) Now, Mr. Berry, do you know a man by the name of Cousland who worked for the Link Belt Company?

A. Yes, sir.

Q. How long have you known Cousland?

A. Since 1917..

Q. You worked with him for many years, haven't you?

A. Since 1917, yes.

Q. Would you say that you were quite friendly with Cousland?

A. Well, he and I used to work together in the lathe department out there, and during my time as night foreman in the machine shop Jim was one of the men who worked with us. I knew him quite well.

Q. When was the first time that you knew of an association between Cousland and the National Metal Trades Association?

A. When I was made general superintendent; I believe that was around 1924 or 1925.

Q. Prior to that time did you know that he had anything to do with the National Metal Trades Association?

A. I did not, no.

Q. Now, you were head of the time study department of the Link Belt Company for five years, Mr. Berry.

A. Yes.

Q. At that time would you say that you had any association with Cousland in relation to time studies?

A. Yes, Cousland apparently was very much interested in time and motion studies, and he would ask me for books which I had, where there were meetings, and so forth, where he could learn more about time study.

Q. Now, you heard the testimony of Mr. Abbott with relation to the membership of the Link Belt Company in the National Metal Trades Association?

A. Yes.

Q. Now, regarding the fact that the Link Belt Company is a member of the Association and pays the regular scale

of dues, do you agree in substance with what Mr. Abbott stated?

A. I do.

Q. I don't ask that you agree with everything that he stated.

A. I do about the membership and what we get from it.

Q. And the various publications that you receive 1818 and the various benefits which the Link Belt Company receive from the National Metal Trades Association; as to that would you say that you are in agreement with Mr. Abbott?

A. I am.

Q. Will you just list briefly the services that your company receives from the National Metal Trades Association?

A. They have to do with apprentice and foremen training. They have one man in the Chicago district who spends all of his time on apprenticeship and foreman training.

They keep us posted on laws and their interpretation. Now, they have a man telling you something about unemployment compensation. They have some social gatherings. They used to have—they usually take the gang once a year to a general picnic in some outlying town around Chicago.

They have meetings about twice a month. One of them is the foreman's meeting and the superintendents' meetings. They keep us posted generally about the new things that come up in the metal working industry.

Q. Now, you have from time to time—

A. They further have an employment service.

Q. From time to time you receive various publications and correspondence from the National Metal Trades Association, do you not, Mr. Berry?

A. I would say two or three pieces of literature come over my desk a week.

1819 Q. During the course of the recent years was there any time that you made a practice of keeping this correspondence?

A. Usually not, no.

Q. I presume if something was of special interest to you you kept it until your interest had been served, is that correct?

A. Until I was convinced that it was of no further use to me.

Q. Now, directing your attention to the reports which came to you from the Metal Trades Association, from Cousland, did you ever keep any of these reports?

A. I never did.

Q. Why did you destroy the reports, if there is any reason for it?

A. Well, they would not serve any particular purpose, and they were of no particular value to me. If they were of any purpose at the time I acted on what may have been of interest to me, but I didn't think it was necessary to clutter up the file space with them.

Q. Did you ever receive at any time or to your knowledge did the Link Belt Company receive at any time any reports on labor activity or union activity in the Link Belt plant from the National Metal Trades Association?

A. I never received any reports through the Metal Trades Association from Cousland on union organization or union activity; and to the best of my knowledge no one else in the Link Belt Company did.

Q. Did Cousland ever advise you personally concerning union activity in the Link Belt Company's plant.

A. No, I have had very little contact with Cousland in the last seven or eight years.

Q. Did you ever ask the National Metal Trades Association or did any officer or agent of the Link Belt Company to your knowledge ever request any information on union activity within your plant from the National Metal Trades Association?

A. I never did.

Q. Are there any labor spies in your plant out there, Mr. Berry?

A. There are no labor spies in our plant to our knowledge.

Q. Do you believe that you need labor spies in your plant?

A. We have never felt that way.

Q. (By Trial Examiner McCarthy.) What do you call a labor spy, Mr. Berry?

A. I would call a labor spy a man who reported to the management union activities or personal things relative to an employee.

Q. Does dissatisfaction with the rates that the men would get on piecework come under that definition.

A. Not in my opinion, no.

Q. Wouldn't a man's attitude toward his employer arising from the amount of money he was receiving for his labor come under that definition?

A. No. In a plant such as we operate and the size we operate we have all kinds of people. Some people will go

to the rate setter and complain. Others will go to the foreman and complain. Others will keep it to themselves; and the more they keep it to themselves the more it finally boils up.

Q. That is one of the main purposes of the union when difficulties and differences arise from the rate scale, if they are not settled amicably, they take it up with the union and the union insists that something be done to arbitrate it?

A. I agree with that.

Q. So in a sense Cousland was performing a function similar to the function that would be performed by a grievance committee?

A. I agree with that.

Q. That was my understanding of his testimony.

A. Frequently there are people who will talk to one on their own level where they will not talk to a man who holds a position which is higher in the organization.

Q. (By Mr. Seyfarth.) Now, just what did Cousland's reports consist of, Mr. Berry?

A. Well, he would usually tell you that so-and-so 1822 was dissatisfied with the rate, or he would tell you that in a certain department there was an unfair practice. I remember one in particular that had to do with a department. He said there were too many broken milk bottles over the place; and we checked that through our hospital records and we found some fellows, quite a few in fact, who had cut themselves, their hands or their feet, on milk bottles.

It was stuff of that type.

Q. Did he make a report saying, for instance, that X was agitating for any particular union group?

A. No.

Q. Did he ever make a report that the XYZ union was attempting to gain a foothold in the plant?

A. He did not.

Q. Did he ever suggest that certain employees be laid off for union activity?

A. No, sir.

Q. (By Trial Examiner McCarthy.) Would he report on a case similar to that which was described in the testimony relating to Sorenson, which seems to be a difficult situation?

A. He made a report of the case of one man being a disturber throughout the plant, yes. That is, the fellow went wild, threw things around, and so forth; which would

be in his opinion and in our opinion an unsafe practice in the plant.

Q. Now, to what extent did you observe the reports that Cousland made to you?

A. I don't understand the question.

Q. I will make it a little more explicit. On every occasion that you received a report from Cousland did you take steps to correct what he thought was a bad condition regarding time studies or unsafe practice?

A. If in my opinion it was a bad situation.

Q. As a matter of fact, Cousland's reports were merely advisory, is that the situation, or were they a means of information which you had?

A. Well, it was a sort of an advisory thing. He would make no recommendation to us.

Q. He would just report what he found?

A. He would state a condition.

Q. He would state a condition. After you examined into the situation, what did you do?

A. I might say that I always looked into it to see if there was any justification about the condition which he reported on; that is, any justification for an objection. If there was, I would talk to the people who I thought might remedy that condition.

Q. Now, aren't unions and the subject of labor generally so closely connected and interwoven that it is very difficult to distinguish one from the other?

A. Aren't unions what?

Q. And labor generally.

A. Well, you, naturally—at least, we do, associate labor and unions.

Q. Yes. But the mere fact of the existence of a labor group as separate and distinct, as far as Cousland's reports are concerned, from mere conditions which affect labor, is that correct?

A. Cousland had nothing to do with that type of union.

Trial Examiner McCarthy: Can you answer that yes, or no?

The Witness: Will you read it?

(Question read.)

The Witness: I can't make that out.

Mr. Seyfarth: Strike the question, I can't understand it myself.

Q. (By Mr. Seyfarth.) Would you say that in your opinion the fact that Cousland reported on time studies and working conditions would that lead you to believe

that Cousland was in any way a labor spy in your estimation?

A. No, he was not a spy.

Q. Now, you O. K'd the invoices, did you not, that went for the payment of Cousland?

A. Yes.

1825 Q. What did they usually average?

A. Oh, a fair average was from eight to nine dollars; it would usually run from seven to twelve dollars.

Q. Is that per week or per month?

A. That is per month.

Q. Did you ever inquire into these invoices?

A. I never did.

Q. Did you also consider that a reasonable sum for value received?

A. Yes.

Q. What is the fact regarding whether or not Cousland is blind in one eye?

A. Cousland has no vision in one eye.

Q. Did he lose his sight while working in your plant?

A. No, that was a cataract, as I understand it. He has had no vision in that eye for a good many years.

Q. Now, do you know Stanley Balcauski?

A. Yes.

Q. Did you ever have occasion to talk to Balcauski regarding an incident with Joe Sucrovich?

A. Yes.

Q. Will you tell the Examiner in a few words about that conversation and about the incident generally?

A. Fred Skeets came to my office and told me that Joe Sucrovich had asked for a raise. I told him that he
1826 couldn't have one, that we had given two or three horizontal raises, and an individual raise was not in effect for him at that time.

Several weeks later Joe came to Skeets and asked for a raise. Fred told him the answer would be the same as two weeks previous.

Joe told Skeets then, "Why do you give Stanley Balcauski a raise and not me?"

Skeets asked Joe how he knew that. Joe said Stanley told him he had had a raise. Fred Skeets told Joe to go out and bring Stanley in the office, which he did.

Fred Skeets asked Stanley if he had made that statement to Joe. Stanley denied that he had made that statement. Fred Skeets then said, "One of the two of you is lying."

Stanley then admitted that he had made that statement. I then asked Fred Skeets to bring the two boys to my office, and in the course of ten or fifteen minutes Skeets brought the two boys to my office.

I asked Stanley if he had said that. Stanley said he had. I told him that that was an unfair statement for any one to make, it might cause and would cause agitation and discontent among the employees.

I then told him to go back to his job and go to work.

I followed this up by putting a notice on the plant 1827 bulletin board relative to conditions of that type.

Q. I show you Respondent's Exhibit 2 for identification and ask you if that is the notice that was placed on the bulletin board?

A. (Handing document to witness.)

A. It is, a similar notice.

Q. And is this date August 12th, 1937, is that about the date that you posted it on the board?

A. The notice was posted the same day.

Q. Did you talk to Balcauski on August 12th or was it previous to that?

A. I talked to Balcauski on August 12th.

Q. Now, do you know John Kalamarie?

A. Yes, sir.

Q. He was a member of the C. I. O. grievance committee down there?

A. He was a member of the C. I. O.

Q. Did he ever make a trip to your office on the subject of grievances as a representative of the C. I. O.?

A. He was with the C. I. O. group on, as I remember, two occasions when they visited my office.

Q. Was the reason for the visit to your office to discuss the subject of grievances?

A. As I remember it, the first time it had to do with members of the C. I. O. coming in and asking for recognition.

1828 Q. (By Trial Examiner McCarthy.) When was that? Can you give us the date on that?

A. They were in to see me April 24th, I believe, and April 26th or 27th, 1937. As I remember, the second time I believe he was one of the members that came in with Salmons about Bozurich leaving.

Q. (By Mr. Seyfarth.) Now, did you ever have any meeting with the C. I. O. grievance committee after the month of April, 1937, to your best recollection?

A. The one that had to do with Paul Bozurich, I don't

remember what month that was. It has been, I would say, within the last three or four months.

Q. Bozurich was laid off November 9th. How long after he was laid off did that occur?

A. Well, I would be very much guessing, but I would say if I would guess it would be about four weeks.

Q. About four weeks after Bozurich was laid off?

A. That is my guess, although I have nothing to tie it to.

Q. According to your best recollection?

A. Yes, sir.

Q. Did you have any meeting with the C. I. O. grievance committee between the time they asked for recognition and the time that they came to see you on the subject of grievances where they discussed Bozurich's lay-off?

A. The only thing that might be called a grievance was the Bozurich case.

Q. My question was: did you ever see the C. I. O. grievance committee as such in your office after the time they discussed recognition in April of 1937?

A. No, they were not recognized and we did not consider that they had a grievance committee.

Trial Examiner McCarthy: Just a minute, let me interrupt just a minute.

Mr. Seyfarth: Yes.

Q. (By Trial Examiner McCarthy.) When was the first time you had occasion to confer with or the alleged grievance committee of the C. I. O. had occasion to confer with you?

A. I talked with a group of C. I. O. people four times. The first of these times started about the 24th of April, 1937, when they were asking for recognition.

Then there were three times within a period of three days. The last time there was Mr. Riffe and a Mr. Martin, who were outside of our plant; that is, were not employees of the Link Belt Company, who were with them.

Q. (By Mr. Seyfarth.) After those conferences regarding recognition you state that you met with the C. I. O. grievance committee but once, and that was on the subject of Bozurich's lay-off?

A. That is correct.

Q. Now, there has been some, either testimony or a remark by counsel, I don't know which it was, to the effect that Kalamarie was laid off about two

weeks after he came in to see you on a grievance committee meeting.

Now, did Kalamarie ever come to see you on behalf of the C. I. O. after the month of April, 1937?

A. I am not quite clear as to whether Kalamarie was with the C. I. O. people when they came in to talk about Paul Bozurich, I can't swear to that with any assurance.

Q. Kalamarie was laid off on November 30th, 1937. What date was Bozurich laid off?

Trial Examiner McCarthy: November 9th.

Q. (By Mr. Seyfarth.) He was laid off November 9th, 1937. To your best recollection you say they came to see you a month after Bozurich was laid off?

A. Yes.

Q. Then they must have come to see you sometime after Kalamarie was laid off?

A. They could come in to see me after they were laid off, because Paul Bozurich came to see me when he was no longer employed there.

Q. He came himself?

A. Yes.

Q. Afterwards the committee came on his behalf?

A. I believe the committee came before Paul.

Q. Did they come directly after his layoff or was it about a month afterwards?

1831 A. It was about a month afterwards, as I remember it.

Q. Do you know now whether or not Kalamarie was a member of that committee which came to see you about Bozurich?

A. I couldn't say that he was, but I have a faint recollection that he was one of those men, but I wouldn't swear to it.

Q. Did membership or non-membership in any particular union group have anything to do with Kalamarie's layoff?

A. It had not.

Q. Did you issue any orders for Kalamarie's layoff?

A. I did not.

Q. Did you ever issue any orders or instructions to Mr. Skeets with reference to Kalamarie?

A. No.

Q. Now, Donald Sullivan testified that one George Linde told him that he had just been to a meeting with you and you told him all the good things about the Independent Union.

Did you ever tell George Linde any good things about his union group?

A. No.

Q. Do you know Alex Kachkta?

A. Yes.

Q. Kachkta testified that on September 22nd, 1936, he was called to your office and was shown an application card, and you said, "What are you trying to do?"
1832 When things get slower, you will be out of here."

Did you have any such conversation with Kachkta?

A. I did not.

Q. Did you have a conversation with Kachkta?

A. Yes, sir.

Q. Will you tell the Examiner briefly what that conversation was?

A. I called Kachkta to my office and told him that he had been doing too much running around the plant and not attending to his own business, and I wanted him to stop it; and he said, "Well, I have a hard time."

I said, "What do you mean by that?"

He said, "People, lots of people come to my home at night, and won't let me sleep, keep bothering me all the time."

I told him well, I had nothing to do with that, and all that I was advising him to do was to go back in his department and go to work and keep working while he was being paid for working.

Q. Mr. Berry, do you know Paul Bozurich?

A. Yes, sir.

Q. You heard his testimony here, didn't you?

A. Yes.

Q. He testified you were present in the employment office on November 9th, 1937, when he was laid off.

1833 A. I was present.

Q. And he said that he stated to you that you should follow seniority, and you said, "We do follow seniority."

A. That is a correct statement.

Q. In substance is that true?

A. Yes.

Q. He testified that he went to see you on a number of occasions and on November 22nd, 1937, there was a grievance committee meeting at which Berry, you, said that you would have nothing to do with the C. I. O.

Did you ever tell any grievance committee meeting or

group of the C. I. O. that you would have nothing to do with it?

A. I did not.

Q. Do you know whether or not there was a grievance committee on November 22nd, 1937?

A. There were some C. I. O. men, together with Paul Bozurich, who came to my office sometime later after Paul Bozurich had been discharged.

Q. Do you know whether or not Kalamarie was present at that meeting?

A. I have a faint recollection that he was.

Q. I thought that might straighten it out, he might have been present on November 22nd, 1937.

A. I have said that I thought that Kalamarie was 1834 present at the meeting when the C. I. O. people came in to see me relative to Paul Bozurich's layoff.

Q. As to what date that was—

A. I wouldn't know.

Q. You would not remember?

A. No.

Q. Now, that time Bozurich said that Salmons asked you, "Are you going to recognize our union?"

A. At that meeting?

Q. Yes.

A. That is an incorrect statement.

Q. Salmons asked that, I presume, back in April, 1937, is that right?

A. That is correct.

Q. You state now the meeting of November 22nd, 1937 was a grievance concerning Bozurich's layoff?

A. Yes.

Q. Now, did Bozurich come to see you on December 29th, 1937?

A. I am not sure of the date. Bozurich came to see me two or three times individually; by that I mean he was alone.

Q. He testified you told him, we still have men to lay off, and as soon as things pick you would take him back? Is that true in substance?

A. Substantially true, yes.

1835 Q. Bozurich also said you told him that the C. I. O. had nothing to do with it and you hoped that every-one was as frank as he about it, is that correct?

A. That is substantially correct.

Q. Now, he said that he went to see you later on and

you told him on that occasion that there were still more men to lay off and that you had not been selling any cranes.

Is that substantially true?

A. Yes.

Q. Now, he testified to an occurrence on March 3, 1938, at a time when he said he was distributing handbills at the gate of the plant.

What at that time did the two of you say to each other?

A. That was a bit late in the afternoon; I was leaving the plant for the day, and I saw Paul passing out something. I think I said, "What the hell are you doing here, Paul?"

Paul said, "Would you like one?"

I said, "Sure, I would like one." He handed me one, and I looked at it, and I said, "Will you let me in?"

He said, "Sure, I want to know when you will be up there."

I said, "I might see you up there after a while."

Q. It was more or less in a jocular vein?

A. To me it was.

Q. Did he laugh?

1836 A. Yes.

Q. I presume you did, too. Now, Mr. Berry, do you know anything about the layoffs of the other men that have been testified to here besides what you have stated in the course of your testimony?

A. It was my general practice to know every man that was laid off. I naturally did not go into the full details of each layoff. We knew we had a rather difficult job to do, and it is always difficult to separate people from employment.

Q. That is not a pleasant task as far as you are concerned?

A. It is the worst job we have.

Q. Now, Mr. Berry, did you ever take up with Mr. Skeets how you were going about this laying-off proposition when economic conditions became such that you were forced to lay off men?

A. We went over it in detail with all of our major supervisors, both individually and in groups.

Q. What was your general policy regarding layoffs?

A. I wonder if I might say something further about the operations of the plant.

Trial Examiner McCarthy: Yes.

A. I think perhaps some of us are a bit hazy on the kind of a plant we operate. We are an engineering plant,

we don't operate a production plant. In other words, 1837 we make the thing that the salesman sells, rather than the salesman selling a thing we make. By that I mean it is special order stuff.

We have an engineering department of about 100 to 125 in normal times.

Q. (By Mr. Seyfarth.) In other words, you make your product the same as the Lincoln Automobile Company makes automobiles in their custom-built body line?

A. Yes, practically everything we make is different. We don't have one standard line that we can put men on to knock out and knock out all the time. We have to have a great deal of flexibility in the outfit, people who can do more than one thing. Sometimes we have a vast amount of work in the department or floor, or one group in a department. In the next two weeks we may not have anything there at all.

So in a way we operate an engineering plant. An engineering plant is something like a big shop that takes on anything that comes, and you make it to the best of your ability.

We have stated the various major departments that we have in the plant. Then each major department, for supervision, for flexibility, for costing, is broken down into sub-departments. Each sub-department has a head and has a certain amount of equipment within it. That does not necessarily mean that all of the equipment performs 1838 the same function in one department.

For simplicity sake it may be divided geographically. For instance, Charlie Leonard's department is separated just because we have a tunnel running east and west through the machine shop, and everything south of that so-called tunnel is Charlie Leonard's department.

In that department we have large boring mills, small boring mills, lathes, cutting-off saws, some bolt cutters, some key seaters, key-seating machines, some broaches, and some rolling machines; so he has a rather wide range of equipment within the department.

In the machine shop also we have what we call the drill press department. That has presses from 18 inches to 8 feet.

We have planers, we have shapers. Then directly across the middle of the shop on the east side is the lathe department. They have chucking lathes, engine lathes, from 12 inches to 48 inches in diameter; horizontal boring mills, floor boring mills and slotters.

Then ilorth of that we have an assembly floor where all of these things that are machines are assembled into units. The steel shop is divided practically the same way there, but of course their equipment is different and the function of that equipment is different.

1839 It has already been stated how the foundry is separate, and we have told why these separations are made.

Q. (By Trial Examiner McCarthy.) Do you know of any reason, Mr. Berry, why most of those layoffs or discharges have arisen in the foundry?

A. Because the foundry is always the first thing to feel the effects of a recession in business, and the other shops follow right along after the foundry. The foundry gets it first because the product has to come from the foundry before the machine shop can work on it.

Q. It is not necessarily because of the character of the men employed in the foundry?

A. No. The foundry is always the first to slacken and always the first to pick up, because you must have the raw product to work on before the machine shop builds it. They work on it in the machine shop after the foundry gets through with it, so the foundry is always the first to feel it either in a recession or when business picks up.

Q. (By Mr. Seyfarth.) Now, I was asking you about your conferences with Mr. Skeets and the other department heads about the subject of layoffs.

Did you suggest to the heads of the various departments, and was it understood that it would be necessary to follow seniority to the point where it became impractical for you to do so in the efficient operation of a particular occupational unit?

1840 A. That is the manner in which we conducted the thing, yes.

Q. (By Trial Examiner McCarthy.) You are speaking of seniority now?

A. Yes. At the time this recession started we did not know how long it was going to go, and we said first—and I am speaking generally, in general terms—that first we will separate from our employment men hired in 1937; and if we can no longer furnish enough work to keep the men in 1937 we will go back to 1936; and if the time then comes that we cannot handle the people employed in 1936, then we will go back to 1935 on a seniority basis.

When the time comes that we have so little work that we have to go beyond 1935,—that means then a man has had

about three years in our plant; and we have what we term three years equity in that man, he learned certain operations, and we figure that we have an equity in that man by that time, which represents quite a bit of money to us, and also is worth so much money to the man himself—then we would not follow this strict seniority as to men who were hired previous to 1935, but we would select our men. That is, if we had two men, one of whom was much better than the other man, although he had less seniority than the other man, we would keep the man whom we had the greatest amount of equity in and the man who himself had the 1841 greatest amount of equity. In other words, the man who would do us the most good. In other words, we have to operate efficiently and economically.

Q. (By Mr. Seyfarth.) I assume, Mr. Berry, every now and then a man is hired who has an unusual amount of ability on a particular job.

A. That is true.

Q. In the event that you should hire that man in 1937, who showed an unusual amount of ability and was of exceptional value to you in any given position, would you still adopt that rule that the 1937 men would go out first, the 1936 next and the 1935 next?

A. The men were laid off according to that rule. It was our determination to stick to that rule and we did stick to it. Some of the foremen did not like it if they had a good man who came under that rule, and we had many discussions on that point, but I thought it was only fair to the older fellows to follow that rule.

Q. Mr. Berry, you have heard the line of questions pursued by the learned Mr. Reynolds—and I really mean that when I say it, Mr. Reynolds—concerning the slipping back into some department of a man whom you had promoted at some time or other.

Do you understand what I mean?

A. Yes.

Trial Examiner McCarthy: Take the Kalamarie case.

1842 Q. (By Mr. Seyfarth.) Take the Kalamarie case.

Let us talk about Kalamarie. He had worked as a laborer and then he got a job as a burner, and then he got a job as an arc welder.

You recall the case, do you?

A. I have heard the testimony here, yes.

Q. Now, ordinarily speaking, what would be the result if you were to adopt the practice of taking a man like Kala-

marie and putting him back in a laborer's position after he had once reached the stage of being an arc welder and had been promoted a couple of times, and it was your intention to keep him arc welding permanently?

A. Well, when you start doing a thing like that, it is a good bit like when you build up a lot of dominoes; when you drop one they all fall. You would be continually dropping a man down, down, and down, and the first thing you would have an entirely different, an entirely different plant, and you would have to start over again with those fellows, they would be inexperienced, they would have to learn it over again. You would lose in efficiency.

Q. (By Trial Examiner McCarthy.) Do you know whether or not that has been the practice in other industries? For instance, take the railroads as an illustration, an engineer becomes a fireman.

A. I believe that is the practice in railroading, yes.
1843 Q. And why wouldn't it work out here?

A. In the metal industry that has never been the practice. I believe it has been in effect on the railroads for some years. In other words, on the railroads usually the man is bumped off, as they call it, dropped down one level.

Q. Generally speaking, hasn't the conditions in the railroad industry been more stable than any other industry in the country?

A. I believe they are not. I have a good many relatives in the railroad industry, and they are up and down very often.

Q. They are up and down on that scale?

A. Yes.

Q. But they are not apt to have any disputes or strikes because of that?

A. I do know that in the railroads they give recognition to service. I know a little about the Pennsylvania Railroad. After you have gotten in a certain number of years of service, they take that into consideration.

As I remember it, up to seven years of service they are given very little consideration when business drops off. When they have fifteen or twenty years of service, and railroads are noted for men with long service records, they pay attention to that.

Q. The railroad brotherhoods understand that condition, do they not?

1844 A. I assume they do.

Q. But as far as I can gather from testimony here,

the witnesses did not understand the rules applied by your organization?

A. Well, of course, my knowledge of railroads is that they have had a setup like that for a great many years. We are rather new in this thing.

Q. (By Mr. Seyfarth.) Now, in the railroad business, Mr. Berry, isn't it a fact that there are brakemen and there are conductors and there are firemen and there are engineers. Isn't that generally speaking, about the setup?

A. That is in the locomotive end of it.

Q. Did you hear of a fireman in slack times going out and working on the ties and rails as a sectionhand?

A. I never have, no.

Q. No, neither have I. It seems to me as though there are too many different departments and things to make that practical, to put into effect that general system, isn't that a fact?

A. It would be entirely impossible to operate efficiently under it.

Q. Now, Mr. Berry, complaint has been made against you, or rather against the Link Belt Company, that you instigated and advised and urged and warned your employees to join what was known as the Independent Union of Craftsmen; and that you otherwise fostered, promoted and urged the formation and growth of the Independent Union?

Did you knowingly or otherwise do any act which would lead to such a conclusion?

A. No.

Q. And you are also charged, Mr. Berry, with the discharge of Nels Sorenson, Nick Cumovic, Mike Korb, Paul Bozurich, Stanley Balcauski, John Kalamarie and Harry Johnson, for joining and assisting the C. I. O. union.

Did you knowingly or otherwise do any act which would lead to such a conclusion?

A. I did not.

Q. Did any one under your supervision and control to your knowledge do any of the acts to further such conclusions?

A. They did not.

Q. Did you reinstate Louis Salmons to a different position in the plant than that which he previously had, and did you force him to work a fewer number of hours than prior to his discharge, and fewer hours than other em-

ployees who performed similar work before his discharge and after his reinstatement?

A. When he was rehired he had the kind of work he was capable of doing. By that, I mean he did not do exactly the same thing that he had done before he was discharged. That was a thing that was taken up with Mr. Beman at the time we made the deal to take Mr. Salmons back.

Mr. Reynolds: If the Examiner please, I object and ask that the answer be stricken.

Trial Examiner McCarthy: The same ruling.

Mr. Seyfarth: Yes.

Q. (By Mr. Seyfarth): Now, was it your understanding that Mr. Salmons when he was rehired that he was to get the kind of a job that you gave him when he returned to work?

A. We had no such understanding.

Q. You mean you had no understanding that he was to receive the job he previously had?

A. That is correct. He was to do work that he was capable of doing. That was electrical work.

Q. What kind of work had he been working on since he was reinstated, Mr. Berry?

A. He had been working on a bench, fixing up armatures, windings, fixing up switch boxes, and at times he has been out in the plant fixing up motors.

Q. Would you say that his situs of operation is now at one particular place, and would you say that is different from what it was before?

A. I would say he was located in one place 80 per cent of the time.

Q. That was more or less in agreement, in harmony with the agreement, that he was not to do any organizing on company time?

A. Yes. We were trying to protect ourselves, and we were trying to protect Salmons.

Q. I assume you realized if he was out in the plant on business he might be asked questions by the employees?

A. He might be asked, and I didn't want to put him where he might. What would happen, every time a man would see him, he would look at him in a sort of cockeyed wonder, and wonder what he was doing here. We thought if he was located the greater amount of the time in one place we would not have that to contend with.

Q. How does the rate of pay Salmons now receive compare with what he received before his discharge?

A. Oh, I think Louis is getting around one dollar or one dollar and one or two cents an hour. What he got before his discharge, I don't know, except there were about two raises that went into effect while Louis was out of the plant.

Q. He got the benefit of those raises?

A. He got the benefit of the horizontal raises while he was out of the plant, yes.

Q. What is the fact with respect to the number of hours that he now works as compared with the number of hours that he worked before he was discharged?

A. Of course, the hours that he is now working are very much cut down, because I believe the department, the electrical maintenance department, the men there now work around 35 hours a week, or whatever it is. The base week is still 40 hours, when we have the work available.

Q. Has Mr. Salmons been discriminated against in any way, shape or form by reason of his discharge, by reason of the number of hours that he works?

A. I would say not to my knowledge. He has worked when we had work. Sometimes he has worked less than 40 hours a week, but 40 hours a week is still our base week.

Q. Now, was Louis Salmons or Joseph E. Novak discharged or discriminated against in any way, shape, manner or form because of membership in the C. I. O. union?

A. No.

Q. Now, was Frank Solinko, a son of Peter Solinko, hired on the condition that Peter Solinko become a member of the Independent Union?

A. All I know about that case is what I heard in the testimony here.

Q. And from the testimony of your agents?

A. Our supervisory staff.

Q. And from your supervisory staff would you say that that is the fact?

Mr. Reynolds: I object to that, if the Examiner please, that it is immaterial what his understanding is of the testimony in the case.

1849 Mr. Seyfarth: Yes.

Trial Examiner McCarthy: Sustained.

Mr. Seyfarth: I will withdraw that question.

Q. (By Mr. Seyfarth.) Now, did you discriminate with regard to the working conditions or the tenure of employment of Sorenson, Cumovich, Korbel, Balcauski, Bozurich, Kalamarie, Harry Johnson, Louis Salmons and

Joseph E. Novak because of any affiliation that they may have had in any particular union group?

A. We did not.

Q. Did you ever discourage or encourage membership in any particular union group?

A. We did not.

Q. Did you or any agent or servant of the Link Belt Company ever promise to pay its workers more days work per week or more hours per day in the event that they became members of the Independent Union?

A. They did not.

Mr. Seyfarth: You may cross examine.

Trial Examiner McCarthy: We will have a five minute recess.

(A short recess was taken.)

Trial Examiner McCarthy: According to the stipulation filed herein I notice it says, "Subsidiaries of Link Belt Company operate plants in San Francisco, 1850 Toronto, and Elmira, Ontario, and Philadelphia, Pennsylvania."

Are those subsidiaries wholly owned by the Link Belt Company?

The Witness: To the best of my knowledge they are.

Q. (By Trial Examiner McCarthy:) They are?

A. Wholly owned by the parent company.

Q. By the respondent in this case?

A. Yes.

Cross-Examination.

Q. (By Mr. Reynolds.) Mr. Berry, one question about the old Employees Board. You said that certain matters were voted on by the representatives. What was the purpose of voting on a proposition in that Employees Board?

A. To get a cross-section of opinion of the seven members of the Employees Board.

Q. But the vote itself had no binding effect on the company, per se, did it?

A. The vote had no binding effect on the company, no.

Q. It was merely for the purpose of perhaps guiding the company's actions; advisory rather than mandatory, you might say?

A. If the company said—if the Employees Board asked for something and the company said, yes, we will do thus-and-so, or we will do this, sometimes it was agreed upon unanimously; sometimes it was voted upon.

1851 Q. Now, with reference to Mr. Salmons' case, I believe you stated that the only direct statement that you had with regard to Mr. Salmons' activities was the sand slinger; was he the only one?

A. John, the sand slinger; and he told you what he related here. The additional information I got from my supervisory staff.

Q. Did your supervisory staff tell you of overhearing conversations between Mr. Salmons and employees?

A. They told me they had seen Mr. Salmons passing out invitations to join the C. I. O. They told me nothing about conversations. They were apparently not close enough to overhear conversations.

Q. Those cards which you produced, they were found scattered throughout the plant?

A. They were found scattered throughout the plant and some were handed to me.

Trial Examiner McCarthy: That is, referring to Respondent's Exhibit 26?

Mr. Reynolds: Respondent's Exhibit 26, yes.

Q. (By Mr. Reynolds.) Now, some of them were handed to you in groups of five or six or more?

A. Some were handed me in multiples of one, some were handed to me as one group.

Q. Did you examine the serial numbers on these cards?

1852 A. I saw there was a serial number on them.

Q. Now, it is a fact, is it not, that there is one group of nine cards that run in connected numbers from 8290 to 8299?

A. I did not examine them for numerical progression at all. (Examining documents.) That is correct, there is a progression here from 8290 to 8299.

Q. And there is another numerical progression of five cards starting at 8269 and running to 8273. (Handing documents to witness.)

A. That is correct.

Q. And there are odd cards here numbered 8211 and 8213?

A. That is correct.

Q. Isn't it a reasonable inference from that that these cards were simply not promiscuously scattered about the plant but were brought to you in groups?

A. I threw away, I imagine, a hundred of those cards. I did not attempt to keep all that I got.

Q. Did you hear Mr. Salmons testify that he only received 50 cards at that time?

A. I don't recall what he said about the number of cards he received.

Q. Did all the cards have Mr. Salmons signature on them?

A. All that I remember seeing had Mr. Salmons signature on them, yes.

1853 Q. Now, were there any complaints made to you by your supervisors that Mr. Salmons was neglecting his work on account of his union activity?

A. Complaints were made that Mr. Salmons was spending too much unnecessary time in various departments throughout the plant.

Q. (By Trial Examiner McCarthy.) Was there any direct evidence that he was organizing during that period?

A. Only what I have previously testified to, that some foremen saw him passing those cards to people.

Q. But passing a card of itself would not take very long, it must be talking which would take up more time.

A. They were not close enough to the man to hear what he said. If Mr. Salmons saw a supervisor he would be on his way.

Q. Would he pass out the card at the same time?

A. That is correct.

Mr. Seyfarth: Then there is the sand slinger incident, too.

The Witness: Mr. Reynolds has referred to that.

Trial Examiner McCarthy: That man has not testified here, has he, Long John?

The Witness: I guess not.

Q. (By Mr. Reynolds.) That is the only warning Mr. Salmons was ever given directly?

1854 A. That is the only warning I gave him, yes.

Q. At that time there was no direct reference to union activity, was there?

A. No, he was told to keep on going.

Q. Did you feel that that was sufficient warning to let Mr. Salmons know that union organizing was taboo to the company?

A. I believe Salmons knew what I was talking about, because he has testified that he knew he was going to get fired.

Q. Now, after the Independent Union started to organize you didn't get any reports at all, did you, of solicitation on company time?

A. I told all of our supervisory group, that is, the major group, just after that, to keep all of the employees moving; no groups and congregating and talking.

Q. But you received no reports of union organizing on company time?

A. I had the reports of several foremen saying that they told individuals to break it up and get out of the departments and keep moving.

Q. You never had any further complaint about those individuals that were told to break it up and keep moving, is that right?

A. One reprimand was usually enough.

Q. But not in all cases, is that right?

1855 A. Generally speaking, I would say in all cases.

Q. You did not fire any man last April for organizing the Independent Union, did you?

A. We did not. We had one experience with Salmons, and we thought that was enough.

Q. What evidence did you have on Mr. Novak?

A. Passing out request cards for the C. I. O.

Q. Who ever saw Novak passing out cards?

A. Mr. Simmons saw him passing out cards.

Q. Did Mr. Simmons recover the card?

A. No.

Q. Did you make a personal investigation of that thing?

A. I asked Simmons if he saw Novak passing out the cards.

Q. Did you give any warning to Novak?

A. I did not.

Q. Did anybody give him any warning?

A. Simmons told him to pay attention to his job and break up talking.

Q. He didn't accuse him of union organizing, though, did he?

A. He did not to my knowledge.

Q. Then you did not always follow your policy of giving one warning before discharging for union activity?

A. We told both Salmons and Novak to pay attention to the job, to keep working, not walk around so much.
1856 We tightened up on that rule after we went through the Salmons and Novak deal.

Q. You heard Mr. Novak's testimony, that he did not become a member of the C. I. O. until last spring, did you?

A. I heard him testify. I can't remember the date that he testified as having joined the C. I. O., I don't remember.

Q. Didn't he protest to you that he had not done any organizing?

A. He did, yes.

Q. And he was not a member of the C. I. O.?

A. So he told me.

Q. You did not believe him because Mr. Simmons said he had seen him passing out C. I. O. cards?

A. I believe Simmons told the truth, that is all.

Q. Simmons did not recover the card and show it to you, did he?

A. No.

Q. (By Trial Examiner McCarthy.) Who is Mr. Simmons?

A. The foreman of the crane assembly shop.

Q. (By Mr. Reynolds.) What was the basis of your statement that Mr. Salmon was using more of the company's time organizing than anything else?

A. Well, he often would be standing around a motor not doing anything, not even touching it, talking to the men standing there.

1857 Q. Did you observe that?

A. I observed that, yes.

Q. In more than the one case that you testified to of the sand slinger?

A. I saw Salmon a great many times walking through the plant, standing looking at things, and when he saw me coming he would keep on his way.

Q. Now, when the foreman, Joe Forss, testified that Nels Sorenson was a good worker and not lazy, would you say that he was mistaken?

A. To my knowledge I never came in as close contact with a fellow like Sorenson as his immediate supervisor. I saw him working around the plant, washing lights, and one thing and another.

Q. Was it your impression that he was lazy?

A. I didn't pay much attention to him.

Q. You were led to believe all of these other things about him, weren't you?

A. I was quite ready to believe after the demonstration I saw.

Q. Now, at the time the Independent Union of Craftsmen started organizing in April of 1937 were you present at the plant a week or ten days following the 12th of April, the time of the Wagner decision?

A. As far as I remember I was at the plant during 1858 that whole time.

Q. Were you out around the plant very much at that time?

A. Oh, it is my custom to make about ordinarily three or four rounds of the plant a day.

Q. Didn't any of your foremen or supervisors make any reports to you about the progress of the organizing of the Independent Union?

A. They did not.

Q. Didn't you hear that they were organizing during the noon hour, before work and after work?

A. I testified to the fact that the first I knew of the Independent Union of Craftsmen was April 19th, 1937, when the committee of three came to my office.

Q. A few days later the agreement was executed between you and the Independent Union of Craftsmen to recognize them as the sole bargaining agent for the employees, is that right?

A. Correct.

Q. Did you make any investigation to find out how those signatures had been obtained?

A. I had the signatures and counted the names. I didn't ask them how they got them.

Q. Did you make any comparison of the signatures with your corporate records? You didn't do that, did you?

A. I am not enough of an authority on handwriting. I made a check of the man's name against my type-1859 written payroll record.

Q. You knew at that time that the C. I. O. had membership in your plant, didn't you?

A. Yes.

Q. Did you think it was a sporty thing to do, to recognize one union like that without even making any investigation of the membership in the other union?

A. That didn't enter into the realm of sports on this thing, it was a very serious thing.

Q. Did you ever hear of one man being a member of more than one organization?

A. I was not interested in what they belonged to or how many.

Q. Weren't you interested in knowing what labor organization the majority of your employees desired to have represent them for the purpose of collective bargaining?

A. I knew that when they came and asked me for recognition.

Q. You took their word for it, as to whether they represented the majority of the employees?

A. I checked their signatures and found that that was the majority of the men who worked for us.

Q. That was all the proof you needed to convince you that the men desired that union?

A. In my opinion that was all that was necessary. I stated in my testimony we took that up with the general office and got legal advice, and then we agreed to recognize them.

Q. Did you recommend to President Kaufmann of the Link Belt that the company recognize this group?

A. I did.

Q. Now, there has been some testimony here from a dozen or more of your foremen who have been on the stand that they received instructions not to interfere with union activity there at the plant.

Did you give those instructions?

A. I gave the instructions to the major supervisory group, not to the sub-foremen.

Q. What instructions did you give to the major supervisory group?

A. That they should have nothing to do with union organization or unionization of the men regardless of who the particular union might be. I think I testified pretty generally to that, that their job was to look after production, and if any employee asked any of the sub-foremen, regardless of whether they were major foremen or sub-foremen, they would tell them they had to draw their own conclusions, that they could not help them out in the selection of a union.

Q. Were those instructions given after you found there was some question of representation out there, as to whether the men wanted to line up with one union or another?

A. The thing that prompted us to tell our supervisors that was there were so many men who didn't know what to do. Of course there was nothing we could tell them. That was one of the reasons why the instructions were given to the supervisory group.

Q. You mean between the C. I. O. and the Independent Union of Craftsmen?

A. Yes. Men would ask the foremen: what do you think about this, or what should we do; what does the company want us to do.

We told them that the company could not tell them what to do, that you will have to look up the unions and draw your own conclusions which gang you wanted to associate with.

Q. You gave those instructions to the general supervisory force?

A. Yes.

Q. Above the grade of foreman?

A. The department heads, Mr. Skeets, Mr. Longwell, Mr. Miller, Mr. McElroy, fellows like that. We didn't go all the way down; that was their job to do that.

Q. When did you give out those instructions?

A. I can't tell you when they started; sometime in April of 1937.

Q. It had to be after April 19th, though, didn't it, Mr. Berry?

A. I would say so, yes.

1862 Q. Because you had not heard of the Independent?

A. That is correct.

Q. By the 19th the Independent Union of Craftsmen had secured something like 760 signatures of the men employed at the plant?

A. They must have received the signatures before the date of April 19th, 1937, or they couldn't come to me and request recognition.

Q. Your instructions to your foremen were more or less a dead letter after that time, were they not?

A. They would naturally be because they would know there would be a controversy between the two unions.

Q. There was not very much controversy after the company recognized the Independent Union of Craftsmen as the sole bargaining agent, though, as far as the company is concerned, was there?

A. Certainly, there has been controversy ever since; the C. I. O. have been to the Labor Board.

Q. (By Trial Examiner McCarthy.) Not as a union, though. Not under what we call Section 8, subdivision 5, collective bargaining, not on the question of union recognition?

A. I know there has been members of the C. I. O. to the Labor Board.

Q. (By Mr. Reynolds.) Did it ever come to your knowledge that any of your supervisory employees before 1863 you gave these instructions had taken a course of action which would be contrary to that instruction?

A. It had never come to my knowledge, no.

Q. If the testimony of the C. I. O. witnesses in this case is to be believed, is that correct?

A. I don't understand your question.

Q. Since the testimony in this case, which links up about five or six of your foremen to the work of soliciting for the Independent Union, is that to be believed?

A. I have heard the testimony regarding it.

Q. But you don't believe that because your foremen, those foremen mentioned denied that they did that?

A. We hold the foremen responsible and naturally take their word for what they tell us.

Q. Being held responsible they might be somewhat reluctant to testify to any violation of that practice, wouldn't they?

A. We don't have that kind of an organization at the Link Belt Company.

Q. Now, referring to the reports that Mr. Cousland made to the National Metal Trades Association, which were in turn forwarded on to you, do you know why that awkward and cumbersome arrangement was gone through with?

A. I know nothing about the arrangements which the National Metal Trades Association have for carrying on their business.

Q. Mr. Cousland's reports only had reference to 1864 matters of efficiency which could very easily be taken up with his supervisory superiors; is that right?

A. I had no control of how the National Metal Trades Association conducted the routine of their affairs.

Q. Did you know that the National Metal Trades Association always destroyed the reports Mr. Cousland sent in to them?

A. I didn't know it until I heard Mr. Abbott so testify.

Q. The fact that you disposed of his reports had no connection with the fact that they destroyed theirs also?

A. None whatever.

Q. Did you ever have any question about that expenditure of \$9.00 per month which was paid out for Mr. Cousland?

A. I testified that I had never questioned the expenditure.

Q. Now, you also testified that at times Mr. Cousland might report upon dissatisfaction of the men with certain piecework rates or other working conditions in the plant, is that right?

A. I testified that he made reports on piecework rates and unsafe practices.

Q. But if he found dissatisfaction with the employees about representation for collective bargaining, that was a matter that he would keep strictly away from?

A. It has been testified here that Mr. Cousland 1865 never reported on labor. I testified to the same thing.

Q. You don't know whether he was interested in labor matters or not?

A. I never asked him.

Q. You don't know that he joined the C. I. O. and attended their first three meetings, until he was exposed by the LaFollette Committee?

A. I know nothing about that.

Q. After which he came out and announced he was quitting the C. I. O.?

A. I did not.

Q. Did you know some years ago he was a member of the A. F. of L.?

A. I did not.

Q. Did you know in general what the policy of the National Metal Trades Council was toward labor organizations?

A. All I knew about the National Metal Trades Association, as I testified on the stand today, is when I heard Mr. Abbott's testimony.

Q. You didn't read the LaFollette Committee report about the National Metal Trades Association?

A. I did not.

Q. Did you know that one of the principal subjects that the Link Belt Company took up with the National Metal Trades Association was with relation to labor relations?

1866 A. The only thing that I knew of the Link Belt Company taking up with the National Metal Trades Association was the fact that we got various pieces of literature. That comes over my desk two or three times a week.

Q. Do you have any idea, Mr. Berry, why this secret arrangement of the Cousland reports was made?

A. It was in effect when I took over the general superintendency. I know nothing beyond that.

Q. Wouldn't it be your assumption that the use of that particular technique would be for the purpose of concealing the nature of his operations?

A. I couldn't assume anything like that in view of the type of messages we got from Cousland through the National Metal Trades Association.

Q. Did you ever call Mr. Cousland in for personal conversation after receiving any of these reports, for elucidation or explanation?

A. No.

Q. Did you ever pay any attention or act upon those reports to any extent?

A. Some of them I did.

Q. (By Trial Examiner McCarthy.) Do you happen to have that arrangement with the Caldwell plant, or do you know?

A. I know nothing about the operations of the Caldwell plant.

1867. Q. Or any of the other plants?

A. Or any of the other plants, no.

Q. Any of the other plants covered in the stipulation?

A. I know nothing of the operation of any other plants except that one.

Q. I wondered why that applied to the 39th Street plant. Apparently it is the only plant it has occurred in in the Link Belt group.

A. I know nothing about any of the other plants.

Q. Are the conditions in the 39th Street plant different from the conditions in the other plants?

A. Generally there is no difference; all the plants make more or less a different product, and we will stand on our own footing for organization. Each plant is self-contained, headed by the general officers.

Q. So far as you know there might be the same thing in other plants?

A. I wouldn't know.

Q. You would not know that?

A. No.

Q. (By Mr. Reynolds.) Now, how did Mr. Cousland's reports come to you; in the form of letters, reprints of letters?

A. It was a reprint of a letter, yes.

Q. Was there ever any more than one sheet per month, one sheet of paper?

1868 A. I don't remember of ever getting more than one sheet a month. I think some months maybe there wouldn't be any.

Q. Now, the reports for a whole year would take up less than one-eighth of an inch space in the files, wouldn't they?

A. Very probably so.

Q. And the reports for twenty years could be put in the smallest kind of a folder, is that correct?

A. That is correct.

Q. Yet the only reason that you can give for having destroyed those reports is that they cluttered up the files?

A. There are probably two hundred pieces of mail matter which go over my desk in a day, and I naturally can't keep very much of it.

Q. Those letters were costing the Link Belt Company about \$9.00 apiece, though, weren't they?

A. That is possible.

Q. (By Trial Examiner McCarthy.) What connection has Mr. Cousland's blind eye to do with the case?

A. I don't know of any connection at all, except when I saw Mr. Miller in my office here about six months ago, Mr. Miller, the general foreman of the machine shop, he told me that he had noticed Cousland was getting his micrometers and his scales up very close to his eyes. I had known Jim for a long while, and he was a friend of 1869 mine, so I asked him if his eyesight had got worse, and if he didn't think it advisable to get off a lathe and do a job that might not be so hazardous to his remaining eye.

Cousland told me that he saw as well as he ever had and that he much preferred to remain on the job as a lathe operator.

Q. Would this case have any effect on his status in the plant now?

A. I should not think so, he has been there over twenty years.

Q. That has not been the history of similar cases, has it?

A. I haven't been in the plant since Jim has been back. Whether any of the other men can relate anything on Cousland, I can't say.

Q. (By Mr. Reynolds.) Did it come to your attention that Mr. Cousland's name had come up in connection with the LaFollette investigation in connection with the National Metal Trades Association?

A. It had not come to my attention, no.

Q. Now, I believe you said something to the effect that Cousland made reports on infractions of the rules of a number of employees?

A. I said that if Cousland saw any individuals making a demonstration that he might report on it.

1870 Q. Would that cover a case with reference to your rule with reference to union activity during working hours or not?

A. I testified Cousland never reported on labor or union

organization. I don't remember of a case where Cousland reported on that at all.

Q. (By Trial Examiner McCarthy.) Isn't there testimony that he did not report on unionization but he does report on labor when he reports on piecework, broken milk bottles and unsanitary conditions. Isn't that reporting on labor?

A. These terms and terminology have changed so that recently when we refer to labor we refer to unionization.

Q. How about working conditions?

A. Unionization we speak of as labor. The direct term "labor" does not mean much to us; labor is a function.

Q. (By Mr. Reynolds.) You don't know what instructions he had from the National Metal Trades Association, do you?

A. I do not.

Q. On the matters on which he was to report?

A. No.

Q. Now, your general policy of layoffs—you testified something about that—was formulated until this past fall when reductions in the force began?

A. It was not necessary to formulate until that time because we had not been faced with the problems of layoffs; it was rather one of hiring.

1871 Q. Well, would you say that your oral agreement with the Independent Union of Craftsmen back in June, I believe it was, had anything to do with your policy that you and Mr. Skeets formulated last fall?

A. Mr. Skeets and I did not formulate that alone; we formulated it with the entire major supervisory group, and Skeets was a member of that group.

Q. How does it happen that the foremen in general have, seem to have such a slight comprehension of the policy?

A. I don't think they had a slight comprehension of the policy.

Q. Do you recall Mr. Skeets' testimony? He himself did not know what the policy was until after he had checked up and came back and amplified it?

A. I can't agree with that statement.

Q. Isn't it a fact that that seniority policy was formulated and given expression since this hearing started?

A. That is not a correct statement.

Q. You are certain that this seniority policy is the same as followed in other units of the Link Belt Company?

A. You speak of other units; you mean plants away from the 39th Street plant?

Q. Yes.

A. I know nothing about their setup.

Q. Was this seniority policy taken up with the 1872 executives of the company?

A. It was not, that was my job.

Q. Now, isn't it a fact, Mr. Berry, that your seniority policy is, generally speaking, based upon the desires of the superintendent and general manager and foremen rather than upon any definite set of principles?

A. That is not correct.

Q. Well, haven't you said that you could exercise rather wide discretion as to whether you would lay off a particular man because he was more valuable to the company?

A. We said nothing about a wide discretion.

Q. There is some discussion in that regard, isn't there?

A. Naturally, there would have to be.

Q. It would not be very difficult for you to find reasons why a particular man that you wanted to keep should be kept on?

A. I don't quite understand that.

Trial Examiner McCarthy: Will you read the question, please?

(Question read.)

Trial Examiner McCarthy: That is, in violation of the seniority rule?

Mr. Reynolds: Yes, in violation of the strict seniority rule.

The Witness: I gather what you mean there is that 1873 if we wanted to get rid of a fellow we might do something underhanded. If that is your meaning, that is an incorrect assumption?

Q. (By Mr. Reynolds.) Or if you wanted to keep a particular man, without having anything necessarily against some other man, it would be very easy to find ways and means of keeping that man, wouldn't it?

A. I testified to the fact that if we had two men and they had worked for three years, and one had three months more seniority than the other, we would keep the better man of the two. We have to operate the plant economically and we have to have some discretion as to the men we retain. That is always a part of an employer's privilege.

Q. Now, you heard some testimony with regard to the retention of Mr. Carlson, a wood pattern maker in the pattern shop, in preference to three men who were laid off with more seniority than he.

A. I heard that testimony.

Q. Did you also know it was a fact when these three

men were laid off Mr. Carlson was working in some other part of the plant and not in the pattern shop?

A. I did not at that time.

Q. After they were laid off he was brought back to the pattern shop?

A. He had been, I know, brought back to the pattern shop.

1874 Q. (By Trial Examiner McCarthy.) You knew that he had been brought back?

A. Yes, because I saw him there.

Q. (By Mr. Reynolds.) And you stated the fact that he was a relative of the foreman had absolutely nothing to do with his being retained over the other three men?

A. That had nothing whatever to do with it.

Q. Well, that is an example where the strict seniority rule was more honored by the breach than by the observance, isn't it?

A. I don't quite understand that motto.

Q. It is an example of an exception to the strict seniority rule that you worked out?

A. I believe Mr. Skeets testified as to why Mr. Carlson was kept on the Link Belt Company payroll.

Q. (By Trial Examiner McCarthy.) Who is the foreman of the pattern shop?

A. Fred Carlson.

Q. Fred Carlson?

A. Yes.

Q. (By Mr. Reynolds.) There are any one of a hundred different reasons a man can think of for either retaining or discharging a particular man, isn't that right, Mr. Berry?

A. A man might be discharged for any one of a hundred reasons.

1875 Q. That is what makes a strict seniority system that the men can count on desirable, isn't it?

A. We are under no obligation to enforce a strict seniority method with any one.

Q. Yes, but you understand that you are under obligation not to manipulate and use what rules you do set up in such a manner that it will operate in a discriminatory fashion to the men?

A. That is quite true.

Q. (By Trial Examiner McCarthy.) There is nothing they can do in so far as there is no violation or unfair labor practice?

A. If it is an unfair labor practice, naturally we can't do it. That is what this discussion is about.

Q. I didn't know whether you knew it was limited to that?

A. Yes.

Q. But if there is no violation of a labor practice—

A. The employer has his own discretion.

Q. He can fire me or any member that he wishes?

A. Sure.

Q. (By Mr. Reynolds.) The fact is, however, it is rather difficult for you to rely upon a seniority policy such as this as an explanation for your action in laying a particular man off when it is subject to so many exceptions that you might care to utilize; isn't that right?

1876 A. That is not correct.

Q. What value has this seniority list of your employees to the Board in deciding whether you did follow some predetermined system honestly?

A. To what, to your Board?

Q. To the National Labor Relations Board.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) In other words, the point is this. The discharged men claim they were discharged for union activity; the complaint so reads. You say they were not discharged for union activity, you followed seniority.

The point of Board's counsel is that there are so many exceptions to your seniority rule, or at least what we are trying to ascertain is whether there are so many exceptions to the rule it would not apply. That is the purpose of his question.

A. Our answer to that is that we have discharged somewhere between 250 and 300 men since the 7th of October, last year, and we have had very, very few complaints from any of them.

Q. They are not all listed on those Respondent's Exhibits 6 to 19, are they, the 250 men?

A. I wouldn't say so, I don't know.

Q. You are referring to layoffs, rather than discharges, aren't you?

A. They were separated from the payroll.

Q. (By Mr. Seyfarth.) There were other discharges, Mr. Berry, or layoffs, rather, than the list covers, is that correct?

A. I would say so.

Q. (By Trial Examiner McCarthy.) This covers only the foundry?

A. Yes.

Q. How many men in the foundry?

A. Today I believe, 183.

Q. How many laid off?

A. A little over 100.

Q. So there were 150 men in other parts of the plant laid off?

A. To date, as I remember, we have laid off between 250 and 300, since October of last year.

Q. Do you have the same seniority arrangement in other parts of the plant as in the foundry?

A. We do. That goes for the engineering department as well.

Cross-Examination (Continued).

Q. (By Mr. Reynolds.) Do you think that your employees understand the exact implication of your seniority policy, that there would be exceptions?

1878 A. I couldn't state that they all do.

Q. (By Trial Examiner McCarthy.) From your experience as a manager of labor, if the men understood what their rights were there would be more apt to be satisfaction than there is now when they find that somebody remains on the payroll who has less seniority?

A. Ordinarily they say to us, we knew this was coming, we don't know how you kept us this long; I hope you will take us back when you can.

I have fellows coming in to see me every day who say that.

Q. (By Mr. Reynolds.) Do you think the recognized representatives for the purposes of collective bargaining in the Independent Union of Craftsmen understand what your policy with reference to seniority is?

A. I think they do.

Q. Have you ever had occasion to discuss it with their officials?

A. Yes.

Q. Do they believe that it is consistent with the statement in your statement of labor policy regarding seniority?

A. They do to the best of my knowledge.

Trial Examiner McCarthy: You are referring to Intervener's Exhibit 10, statement of policy?

1879 Mr. Reynolds: Yes, dated December 2nd, I believe.
Trial Examiner McCarthy: Let us have the reference in the record so that when we come to read it back it will be there. It will be difficult to identify it otherwise.

Q. (By Mr. Reynolds.) Now, Mr. Berry, when you came to write your policy of December 2nd, why didn't you amplify it so as to make it understandable to the employees?

A. In our opinion we think it is understandable.

Q. Do you think it is definite enough so that a man who is engaged as a welder understands that is all that he can do so far as his seniority rights are concerned?

A. That would depend upon the man's mentality and his ability to read and interpret. Our guidance and philosophy has been gained by the people we have laid off and the very minimum amount of complaint from those people.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: Do you wish to proceed or shall we call it a day?

Mr. Wham: I would rather call it a day.

Mr. Seyfarth: I would like to proceed tomorrow morning. I think I will be able to wind up the thing in rather short order tomorrow.

Trial Examiner McCarthy: Off the record.

(Discussion off the record.)

Mr. Seyfarth: May the record show that it is stipulated by and between counsel for the Board and counsel 1880 for the respondent that Stanley Balcauski earned during his employment with Armour & Company between 11-20-37 and 2-8-38 the sum of \$187.50.

Trial Examiner McCarthy: We will stand adjourned until tomorrow morning.

(Whereupon, at 9:00 o'clock P. M., Tuesday, March 22nd, 1938, the hearing in the above-entitled matter adjourned until Wednesday, March 23rd, 1938, at 9:30 o'clock A. M.)

1881 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

• • (Caption—XIII-C-303) • •

Room 777, United States Court House,
Chicago, Illinois,
Wednesday, March 23rd, 1938.

The above-entitled matter came on for hearing, pursuant to adjournment, at 9:30 o'clock A. M.

Before:

Hugh C. McCarthy, Trial Examiner.

Appearances:

Stephen M. Reynolds, Attorney, appearing on behalf of the National Labor Relations Board.

Messrs. Pope & Ballard, by Henry E. Seyfarth, and William F. Price, 120 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Respondent, Link Belt Company.

Benjamin Wham, 231 South LaSalle Street, Chicago, Illinois, appearing on behalf of the Intervener, Independent Union of Craftsmen, Local Lodge No. 1.

1882

PROCEEDINGS.

Trial Examiner McCarthy: You may proceed.

Mr. Wham: I call the Examiner's attention to the fact that Board's Exhibit 16, which was allowed to stand as an intervenor's exhibit also, namely, the constitution of the Independent Union, is short the fifth page, and the attorney for the Board just produced it, so I suggest that we incorporate it with the rest of the exhibit.

Trial Examiner McCarthy: All right.

EDWARD L. BERRY, a witness called by and on behalf of the Respondent, being previously duly sworn, resumed the stand and testified further as follows:

Cross Examination.

Q. (By Mr. Wham.) Mr. Berry, Board's counsel said that he had introduced in evidence the old N. R. A. Employees Board minutes and other documents to show the

connection between that union and the Independent Union, and I want to ask you this:

When did this Employees Representation Plan go into effect in the Link Belt 39th Street plant?

A. I can't be definite when, I believe it was in the latter part of 1932 or 1933.

Q. Calling your attention to the preamble that "This organization has been formed to enable the Link 1883 Belt Company and its employees to cooperate to the fullest extent with the spirit of the National Industrial Recovery Act," can you tell what the date was?

A. That was done shortly after the National Recovery Act went into effect, but I can't tie it to a date.

Q. Did you ever have any contact with the National Recovery Act personnel, government personnel, in the matter?

A. Did we contact any government personnel when this was developed?

Q. Yes.

A. Not to my knowledge.

Q. Did they contact you?

A. Not to my knowledge.

Q. Do you know whether or not this form of Employees Boards was ruled by the N. R. A. Board?

A. Not to my knowledge.

Q. Do you know whether or not it was in general use over the country?

A. We saw some other pamphlets similar to that.

Q. Well, isn't it a fact that it was in wide use throughout the country under the N. R. A.?

A. I believe it was.

Q. And wasn't it also because, largely because of the attitude of the National Recovery Act Board?

A. It was indicated that way, yes.

1884 Q. Now, this Article 8: "Right of Termination. This organization shall be and remain in full force and effect during the term of the National Recovery Act, and is to continue thereafter subject to termination by the management, or by a majority of the Employees Board, upon three months notice."

Do you know when the National Recovery Act was held unconstitutional?

A. I believe it was in the first part of April, 1936.

Q. And did the Employees Board at any time serve three months notice on the management thereafter?

A. No.

Q. Did the management serve any notice on the Employees Board?

A. No.

Q. For termination, I mean?

A. No.

Q. Now, did you have any legal advice in regard to the constitutionality of the National Labor Relations Act?

A. We had some legal advice, and we had a statement by Mr. Disser in one of his conversations with us.

Q. What was the gist of it?

Mr. Reynolds: I object to that, if the Examiner please, on the ground it is immaterial, what advice he had.

Trial Examiner McCarthy: The objection will be 1885 sustained.

Mr. Wham: The objection is sustained?

Trial Examiner McCarthy: Sustained.

Mr. Wham: Then I would like to offer to prove this; that this witness if permitted to testify would testify that they were advised by their legal counsel that the National Labor Relations Act would not be held to apply constitutionally to manufacturing concerns such as the Link Belt Company.

Trial Examiner McCarthy: Is that all?

Mr. Wham: That is my offer of proof.

Trial Examiner McCarthy: The offer of proof is denied.

Q. (By Mr. Wham.) Acting on that advice, Mr. Berry, what action did you take with reference to complying with the National Labor Relations Act?

A. Well, that was considered by a group who wanted this Independent Union of Craftsmen, and they called a special meeting, or a special meeting—

Q. I am referring to the old Employees Board; of course under the National Labor Relations Act the Employees Board was treated as an illegal union.

A. Yes.

Q. Is that right?

A. Correct.

Q. But you had been advised that the National 1886 Labor Relations Act did not apply to your type of company?

A. Yes.

Q. And therefore did you do anything concerning the old Employees Board?

A. The members of the Board called a special meeting

and asked me to attend, and they voted to discontinue the old Employees Board.

Q. That was April 19th, 1937, I believe?

A. Yes.

Q. And just prior to that, on April 12th, the Jones & Laughlin decision was handed down by the Supreme Court?

A. Yes.

Q. Now, was there any connection—

Trial Examiner McCarthy: Was that suggestion made on the advice of counsel, to abandon the old Employees Board?

The Witness: I don't know whether the Employees Board had counsel or not.

Trial Examiner McCarthy: You were a member of it, were you not?

The Witness: I was.

Trial Examiner McCarthy: A non-voting member?

The Witness: A non-voting member, the management representative.

Q. (By Mr. Wham.) Was there any connection between the abandonment of the Employees Board and 1887 the recognition of the Independent Union?

A. No.

Q. You mean, not so far as the company was concerned?

A. Not as far as we were concerned.

Q. Now, isn't it a fact that the old Employees Representation Plan was set up on an entirely different basis than that of the Independent Union?

A. Well, I never saw any connection.

Q. For example, calling your attention to the place of meeting, where did the Employees Board meet?

A. The Employees Board met in my old office.

Q. Has the Independent Union ever had a meeting there?

A. Not to my knowledge.

Q. Or its members?

A. No.

Q. Or itself?

A. No.

Q. Except with the management, I mean?

A. Only when they came in to complain or request something, they would ask for the—

Q. Who took down the minutes under the old Employees Board plan?

A. The secretary took them down.

Q. Who was the secretary?

A. I believe Wendell was secretary at one time.

1888 Q. You mean the secretary of the Board, the Employees Board?

A. Yes.

Q. Where did they have them typed up?

A. He had them typed up in one of the plant offices.

Q. Using the company typewriters?

A. Oh, sure, yes.

Q. And the company stenographers?

A. Yes.

Q. Paper, and so on and so forth?

A. Yes, it was all linked up.

Q. Did the old Board have any dues?

A. Did the old Board have dues?

Q. Yes.

A. No, they were just paid for the time that they took for these conferences.

Q. I mean, did they collect dues; did they have members?

A. The whole plant was in that setup except perhaps 15 or 20 of the key men in the organization.

Q. Did they ever take applications for membership that you know of?

A. No.

Q. Did they collect dues that you know of?

A. No.

Q. All the necessary financial outlays were made by the company in connection with the old Employees Board, weren't they?

A. Yes, if there were any.

Q. Now, in connection with the Independent Union did the company ever pay any rent on the halls or meeting places of the Independent Union?

A. No.

Q. Did they ever pay any attorney for representing the Independent Union?

A. For representing the Independent Union?

Q. Yes.

A. No.

Q. Did the old Employees Board ever have an attorney?

A. Not to my knowledge.

Q. Any legal advice that was obtained was obtained from the company's attorney, wasn't it?

A. If there was any required it would have been ob-

tained from the company's attorney because it was a part of the company.

Q. And did the old Employees Board negotiate a basic working agreement between the company and the union?

A. No.

Q. Whereas the Independent has done that, has it not?

A. They have.

Q. Now, this seniority clause in the agreement 1890 negotiated by the Independent Union with the company along in May and June of 1937, do you know where that clause originated?

A. The first I saw it was when the Independent Union of Craftsmen presented the original to us. As I remember it, we went over the thing three or four times out at my office, and it finally ended up down in the general offices of the Link Belt Company.

Q. Do you recall any statement by counsel for the Independent Union that the wording of the contract submitted to the company was taken largely from the C. I. O. contract with the Carnegie-Illinois Steel Corporation?

A. I believe that you mentioned that down to the general office one morning.

Q. Do you know whether or not that is a fact, Mr. Berry?

A. Basically I believe it is so.

Q. Now, Mr. Berry, on direct examination you covered the testimony of Louis Salmons, but I don't recall that you covered one point. Did you ever tell Mr. Salmons or any other employee of the Link Belt Company that you would resign if an outside union came in?

A. I never told anybody that. May I amplify that?

Q. Yes.

A. During one the meetings of the Employees Board—

Q. (By Trial Examiner McCarthy.) Can you identify the time?

A. It was prior to April, 1937. The question of 1891 outside unions came up and I made the statement that in the event outside people came into our plant and told us how to run the plant, then I had enough of industry.

Q. (By Mr. Wham.) Meaning what?

A. Meaning that the Link Belt Company was able and had for many years ran their organization and we did not need outside people to tell us how to run the plant economically and efficiently.

Q. Do you mean to say that you would not negotiate with the C. I. O. if it had a majority?

Mr. Reynolds: I object, if the Examiner please, as to what was meant. He testified what he said.

Mr. Wham: I think I am entitled—

Trial Examiner McCarthy: I think he may explain his answer.

A. I was not alluding to any specific organization.

Q. (By Trial Examiner McCarthy.) Any outside organization?

A. No, I was speaking generally.

Q. Which means "any", doesn't it?

A. Which means any outside organization?

Trial Examiner McCarthy: That is what I understood.

Q. (By Mr. Wham.) I know, but suppose the C. I. O. got a majority and was certified by the Board to the company, would you recognize it?

A. We would be quite willing to deal and contact 1892 with our own employees and any one who might represent our own employees, but we could not have people who knew nothing about our organization and who did not work for us, dictate what we should do in our organization in the matter of handling our employees and our plant efficiency and general plant setup.

Q. Well, I mean, assuming if the C. I. O. was recognized and would adopt a reasonable attitude?

A. We would have no alternative.

Q. I mean, to bargain. In other words, collective bargaining means not dictation by one side or the other, but real bargaining?

A. We would have no alternative but to bargain with the majority.

Q. Now, in connection with your testimony concerning Joseph E. Novak, I don't recall that you covered the testimony which he gave concerning his conversation with you.

Mr. Reynolds: I object to that, if the Examiner please, on the ground that these questions are incompetent, coming from Mr. Wham.

Mr. Wham: No, they are very competent, they bear on the Independent Union.

Trial Examiner McCarthy: The objection will be sustained on the ground that Novak's discharge occurred before the Independent Union.

1893 Mr. Wham: That is right, but this particular statement by Novak comes right down to date. I think you had better let me ask the question and then rule.

Trial Examiner McCarthy: Yes, you may ask the question.

Q. (By Mr. Wham.) Did you say to Novak at any time unions do not do any good, they bring on strikes?

A. I did not.

Trial Examiner McCarthy: Strike the answer. The objection to the question is sustained. At any time?

Mr. Wham: At any time, yes, sir.

Trial Examiner McCarthy: You will have to identify the time.

Mr. Wham: Well, I think that the time was shortly—was either the time of Novak's discharge or the time he was rehired.

Trial Examiner McCarthy: Novak was discharged the 21st of September and rehired January 13th, 1937, prior to the formation of the Independent.

Mr. Wham: Yes, it was.

Trial Examiner McCarthy: It would not be material to your case.

Mr. Wham: I think it would be quite material. I think that the materiality of the N. R. A. evidence showed up very quickly after I was permitted to cross-examine 1894 on it. The Board's attorney last evening had occasion to drag it in with a ten ton truck. I think you will find that the Board's attorney will be arguing this one, too, before we get through, against the Independent Union.

Trial Examiner McCarthy: Let's go back to the question. What was the date on which you think that statement was made by Mr. Berry?

Mr. Wham: I think it was either the time of the discharge of Novak or the time he was rehired.

Trial Examiner McCarthy: And your question is, unions don't do any good?

Mr. Wham: Yes.

Trial Examiner McCarthy: I have that in my notes, it was the second time Novak talked to Mr. Berry, and it was prior to June 13th, 1937.

Mr. Wham: Yes.

Trial Examiner McCarthy: The Examiner rules that it is not material to the Independent Union's case, the Independent not being in existence.

Mr. Wham: I don't want to argue the case; the only thing is the attitude then and their probable attitude a couple of months later.

Q (By Mr. Wham.) What is your attitude, Mr. Berry, concerning unions doing any good?

A. My experience is—

1895 Trial Examiner McCarthy: If you want to answer that, go ahead.

A. I don't think I can answer that intelligently.

Trial Examiner McCarthy: It is pretty difficult for a man sitting on the stand to answer a question like that.

Q. (By Mr. Wham.) Do you think that a union brings on strikes?

A. My only conclusion can be drawn from what I read in the newspapers.

Q. (By Trial Examiner McCarthy.) What was this conclusion, after you have gone that far?

A. Well, there has been hell popping about strikes in the newspapers.

Q. Unions do bring on strikes?

A. Yes, that is evident every day by what you see in the newspapers.

Q. (By Mr. Wham.) Did you ever hear of a strike without a union involved?

A. I never have.

Q. Now, Frank Lackhouse testified that you told the Employees Board one time that you found a lot of C. I. O. cards, loose C. I. O. cards around the plant; do you remember that?

A. I don't remember making that statement to the Board meeting.

Q. He also testified that you were always the
1896 source of any important point or conversation with the Employees Board; that you were the only one who originated a conversation about an increase in wages.

A. That would be quite natural, if we had increased wages; if they had requested an increase in wages and we gave it to them, I felt it would only be fair that they would be the first ones I would tell, and I would tell the Board before we posted it on the board.

Q. Did the Employees Board ever request a raise before the management mentioned it?

A. Yes, they were the ones which requested it.

Q. Did you ever warn Fred Johnson against soliciting for the C. I. O. on company time?

A. I never did. I did approach Fred Johnson last July standing at the side of the old dog house, which was being torn down. He was standing there for about twenty minutes talking to a fellow, and I went over to him and told him I was damn tired of seeing him standing there, to get busy and get some work done.

Q. When was that?

A. As I remember it, that was in July, 1937. We were wrecking part of the old foundry building.

Q. (By Trial Examiner McCarthy.) Did you ever speak to his father?

A. Yes.

1897 Q. You warned him through his father, did you not?

A. No, I didn't warn him through his father. His father had left work one morning and was standing outside of the plant, and I talked to him about Johnson.

Q. This is Fred Johnson?

A. Fred Johnson.

Mr. Wham: That is all.

Further Cross-Examination.

Q. (By Mr. Reynolds.) Did you think that you were following the requirements of Section 7-A of the National Industrial Recovery Act in your organization of the Employees Board?

A. The legal counsel's advice was that it was.

Q. Did you ever read Section 7-a of the N. R. A. Act?

A. I believe I have, I couldn't recall what it said now.

Q. If I told you that it requires that the employees be given the right to bargain collectively through representatives of their own choosing without interference, would you say that is substantially true?

A. I remember something like that in it, yes.

Q. Do you think that the Employees Board materializes that requirement?

A. I believe that we complied with the necessary legal end of it, that was the advice of counsel.

Mr. Reynolds: That is all.

Redirect Examination.

Q. (By Mr. Seyfarth.) Mr. Berry, did you know of any other such so called N. R. A. Union set up in the industry in general?

A. Yes, there were a great many of them.

Q. That type of setup under the N. R. A. was nothing unusual with you?

A. Well, the plants that did not have them were the exception.

Q. You say as a general rule the plants had that type of setup?

A. Yes, the one that did not have it was the exceptional plant.

Q. Now, you mentioned in amplifying the statement which was attributed to you, to the effect that when outside unions would tell you how to run your plant you had enough of industry; was that prior to the time or after the time that you discharged Louis Salmons?

A. It was prior to that time.

Q. Was there any particular occasion for you making a statement at that particular time?

A. As I remember it, after the business end of the meeting was over we always—

Q. What meeting was that?

A. The meeting of the Employees Board.

Q. Yes.

1899 A. We would talk about all kinds of things after it was over and it finally drifted into unions.

Q. Did the C. I. O. have anything to do with your making that statement?

A. No.

Q. You were more or less confirmed in your general belief after the Salmons incident, were you not?

A. I beg your pardon?

Q. I say, your general belief was more or less confirmed after the Salmons incident, wasn't it?

A. To a certain extent, yes.

Q. Was it your position that you could not afford to see Salmons using the time that you were paying him for other purposes than working for the Link Belt?

A. We can't operate the plant efficiently if the people do not do what they are paid for.

Q. When did you stop getting these reports from the National Metal Trades Association, do you recall?

A. Oh, I can't tie it to a date.

Q. I guess Mr. Abbott—

A. I guess it is around eighteen months ago, something like that.

Q. I think Mr. Abbott testified it was in October, 1936. Was it around that time?

A. It seems to me it was about eighteen months ago.

1900 Q. And you have never received any reports from Cousland since that time, to your knowledge?

A. No.

Q. As a matter of fact, since you have heard the testimony here would you state that most of the union activity took place after October of 1936?

A. After October, 1936, yes.

Q. And that was after the time of the last report from Cousland came in?

A. Yes.

Q. (By Trial Examiner McCarthy.) Have you abandoned your piece work study since Cousland stopped reporting?

A. We have had a time study department, yes.

Q. That has been in effect since then?

A. Yes, sir.

Q. What about the work Cousland says he was engaged in, has that been abandoned? He says he was engaged in piece work study.

A. Yes, Cousland as an individual was very much interested in time study and piecework. He was a kind of a student or a nut on the thing.

Q. (By Mr. Seyfarth.) By the way, Mr. Berry, what would you think of a man who would risk being a spy for \$2.25 a week?

A. He would be a damned fool.

1901 Q. The C. I. O. did not attempt to run your plant, did it?

A. They did not.

Q. As a matter of fact, your plant can be run efficiently and effectively under a system of collective bargaining, as you understand it, can it not?

A. That is correct.

Q. And the fact that you have satisfied men in your plant makes for more efficient and effective operation, doesn't it?

A. We have satisfied them for a great many years.

Q. If collective bargaining satisfies the men, it is all right with you?

A. It is O. K. with us.

Q. In fact, you are for collective bargaining if it satisfies the men?

A. It makes our job easier.

Q. Would you say the system which has been suggested by Mr. Reynolds, counsel for the Board, regarding the stepping back of men in the shortage of work would be practical? Would you say that your plant could be operated efficiently under such a system?

A. The plant would be in a more chaotic condition if we attempted that.

Q. As a practical proposition the subject of stepping back has never arisen due to the fact that the men in the lower brackets, generally speaking, have always been laid 1902 off first in the event of a general slow-down, isn't that right?

A. Yes, sir.

Q. Should such an occasion arise, where the laborers and the lower classifications of occupations should be the last to be hit instead of the first, as the situation now seems to be, could you possibly employ this step-back system and operate your plant effectively?

A. 80 per cent of our employees are skilled men.

Q. Now, assuming that the stepping-back system was employed, would it or would it not have complications in the event of rehiring the men?

A. It would be have plenty of complications.

Q. And if you rehired the men in the same order in which they were laid off, would you then have to shift your men around just as you stepped them down?

A. You would have to build up your dominoes again.

Q. Just as much as you would have to move your so-called dominoes under the stepping-back system?

A. Yes.

Mr. Seyfarth: That is all.

Recross Examination.

Q. (By Mr. Reynolds.) How do the men in the skilled classifications and occupations feel when a less skilled employee is promoted into their occupation who has more 1903 seniority than they?

Has that problem ever arisen?

A. During the depression, not to my knowledge.

Q. But that problem is bound to arise if this seniority policy is actually in effect?

A. I would not say so.

Q. Do you think that Mr. Kalamarie likes his part time W. P. A. job better than he would an unskilled job in your plant?

Mr. Seyfarth: I object to that.

Trial Examiner McCarthy: Sustained. What he likes or dislikes is immaterial.

Q. (By Mr. Reynolds.) You know, as a matter of fact,

don't you, Mr. Berry, that men have been transferred around to quite a large extent in your plant?

Trial Examiner McCarthy: You mean since October, 1937?

Mr. Reynolds: I mean at all times.

A. During a business boom when business is picking up they have been transferred because we are building people, yes.

Q. (By Mr. Reynolds.) They have been transferred to one place, and then they have been transferred back to another place, or back to their former positions?

A. When we are in a rising market and business is picking up, getting better, it is always difficult to get people, we have to build our people.

1904 Trial Examiner McCarthy: That is quite natural.

Mr. Reynolds: Yes.

The Witness: The employment problem is a difficult one, we have to go out and hire them.

Q. (By Mr. Reynolds.) Your present seniority policy has no relation to an economic period where business is on an upgrade; you would have to readjust it and adopt another policy, wouldn't you?

A. We are not discharging people when it is on an upgrade, we are hiring them.

Q. Yes, but you transfer people around, don't you, then?

A. Yes, because we are building people. We have built a great many of our employees.

Q. Now, when Mr. Cousland stopped sending in his reports which you received from the National Metal Trades Association, did you make any inquiry as to the reason?

A. I did not.

Q. Did the National Metal Trades Association give you any reason?

A. They did not.

Q. You never found out?

A. It was not of enough importance.

Mr. Reynolds: That is all.

Mr. Seyfarth: Just a couple of more questions.

1905

Redirect Examination.

Q. (By Mr. Seyfarth.) Would you say that it is a tendency generally during a rising cycle of business activity to expect that that condition is going to remain permanently?

A. It is always our hope, yes.

Q. And the tendency is for you to think that is permanent, is it?

A. Yes, we have to build for permanency.

Q. And you are in favor of any system that will do away with these hills and valleys in the cycles, aren't you?

A. Hell, yes.

Mr. Seyfarth: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Seyfarth: If the Examiner please, some figures are being made which turned out to be more of a job than was first anticipated. I would like to have the privilege of putting those in later.

If it is agreeable to Mr. Reynolds I will put a man on as to those figures after they have been completed. I do not think it will interfere in any way with his rebuttal.

Mr. Wham: I have one thing which I would like to put in before the rebuttal.

Trial Examiner McCarthy: Do you mean you have a witness?

Mr. Wham: Yes.

1906 Mr. Reynolds: I object to any further testimony after he has closed his case, unless it is rebuttal testimony.

Mr. Wham: I closed, however, with a certain reservation.

Trial Examiner McCarthy: Yes, the Examiner will allow the witness to go on.

Mr. Wham: Mr. Ross.

ARTHUR B. ROSS, a witness recalled by and on behalf of the Intervener, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Wham.) You are the same Arthur B. Ross who testified here previously, aren't you?

A. Yes, sir.

Q. Mr. Ross, have you a figure on the number of Independent members who paid dues for February?

A. Well, I can—since we closed books on the 15th of March and since the audit I think there has been about 82 more who have paid dues for the month of February, bringing our total dues for the month of February up to about

1208 *Witness for National Labor Relations Board.*

421 or 422. There will probably be more in between now and the 1st of April.

Q. You say you think that?

A. Yes, I am—

1907 Q. What do you base that on?

A. On the secretary's report.

Q. Mr. Friberg's?

A. Mr. Friberg's.

Q. When did you communicate with him?

A. I talked with Mr. Friberg yesterday after work, yesterday evening.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Reynolds: Mr. Kalamarie.

JOHN KALAMARIE, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) You are the same John Kalamarie who testified yesterday?

A. I am.

Q. Mr. Kalamarie, when you took over your job as an arc welder, I believe that was last August, was it not, August of 1937?

A. Around that time.

Q. Did you have a conversation with Mr. Skeets about that?

A. Not at that time with Mr. Skeets, but I did with 1908 Mr. McKinney.

Q. Now, there has been some testimony here by Mr. McKinney to the effect that he told you certain things at that time about your seniority rights.

Will you recount again the conversation with Mr. McKinney as far as you remember it?

A. He asked how I would like to have a job as an electric welder. I said I think it would be all right, I would try it, and if I would make good I would stick to it; and he says if I didn't make good we will put you back to your old job, acetylene burner.

He offered me the job to take it at the same time I was

acetylene burning. I was acetylene burning at the same time and electric welding.

Q. (By Trial Examiner McCarthy.) McKinney asked you or did you ask McKinney for the job?

A. We were talking, and I told him I understood there was supposed to be a job open?

Q. Were you looking for a better job?

A. We were just talking.

Q. The point is, were you looking for a better job?

Mr. Reynolds: I don't think that is the point at all.

The Witness: No, I was not looking for a better job, it was just a conversation between us. I didn't care whether I got the job or not, but later on he came around and 1909 asked me if I thought I could make good at it.

Q. (By Mr. Reynolds.) He told you that you could go back to your old job of burning if you did not make good at welding?

A. Right.

Q. Did he say anything about the situation if the job of welding ran out?

A. He said if there was not much electric welding I could go back to burning, in that order.

Q. Now, Mr. Kalamarie, was there any understanding among the employees on the steel cleaning floor about what their seniority rights were?

A. Well, we all figured down there the oldest man—the man who came in first had the most seniority rights there.

Q. Now, did you feel or understand that your seniority rights related only to the particular job that you were performing?

A. No.

Q. Do you remember any instances where men were changed around to different jobs on the steel cleaning floor?

A. Yes, chippers have been changed to burners; laborers were changed to chippers and grinders; chippers were taken off and put on as burners again; laborers put on as burners; chippers, men who had been chippers were sent back as chippers; chippers would drive the truck, 1910 laborers would drive the truck, acetylene burners would electric weld and acetylene burners would gas weld; and gas welders would acetylene burn. They were all changed around.

Q. Would you have taken the job as arc welder if you had known your seniority as a burner would be affected?

A. No, I would not.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Kalamarie, how did you and Mr. McKinney happen to get engaged in conversation about this job of arc welder?

A. Well, Mr. McKinney would come around every now and then and ask me about my work, ask how I was getting along, and we would pick up conversation about one thing and another.

Q. And it was during this conversation that he asked you how you would like to be an arc welder?

A. No, he was—it was during this conversation that we were talking about this welding job being open. I had understood one welder was put in the machine shop, and we got to talking about him.

Well, we talked about it that day and he says this—came around later on and says, "The Welder job is going to be open, how would you like to take it?"

Q. You did not ask for the electric welding job?

A. I didn't ask for the job, he talked about it first.

1911 Q. You just discussed the other job with your foreman?

A. Yes.

Q. The discussion was not about your job as a burner?

A. No, it was about a lot of things, chippers, grinders, one thing and another.

Q. Was Mr. McKinney talking over various departments in the plant with you?

A. We were talking about the work, that such-and-such were grinders and chippers, the general circumstances, one thing and another like that.

Q. He talked over those subjects with you, did he?

A. He did.

Q. Did you ever think of getting a job outside of the Link belt?

A. No, not at this time.

Q. Weren't you pretty anxious to learn the trade of arc welding?

A. It is natural that anybody will pick up as much as they can.

Q. And you being an ambitious young man you wanted to learn arc welding, too, didn't you?

A. It makes no difference to me, I will try my hand at anything.

Q. Now, you spoke about various men doing various

1912 jobs in the plant. They all seem to have a regular job, though, isn't that a fact?

A. Not necessarily.

Q. Well, can a department be run without a man having a regular job?

A. Sure, it can.

Q. You mean anybody can run around there and do the job that he wants to do or that he takes a fancy to?

A. No, we usually do one thing for a while, then the boss comes over and tells you to do another thing, puts you on something else.

Q. If the job you were on ran out instead of having you remain idle they would put you on something else?

A. Not necessarily, there were lots of times they changed you around when the job didn't run out.

Q. But you had a specific job as an acetylene burner?

A. Yes, sir.

Q. You were doing acetylene burning, weren't you?

A. If it was called for. In my spare time sometimes I would be called to drive the truck.

Q. You would not drive the truck very long?

A. Long enough to put in a couple of loads.

Q. But your main job was acetylene burner, wasn't it?

A. It was.

Mr. Seyfarth: That is all.

Redirect Examination.

1913 Q. (By Mr. Reynolds.) Mr. Kalamarie, can you point out on this list of men the acetylene burners that you had seniority over?

(Handing paper to the witness.)

A. I don't see one fellows name on here, that is, this Herman Theile, who is a cut-off man. I had more seniority rights than he did. I understand when he got laid off he got a week's vacation with pay.

There is another lad, Tony Kouna, a cut-off man. I had more seniority rights than he did.

Q. (By Trial Examiner McCarthy.) Where is Kauna's name?

Mr. Seyfarth: Under laborers.

A. Under laborers, a cut-off man.

Q. (By Mr. Reynolds.) Now, will you describe the nature of Kouna's work and this other man's with relation to the kind of work that you were doing when you were a burner?

A. Well, I don't know, I don't understand this "laborer" on this side, he is a cut-off man. I know personally Kouna was a cut-off man, he was transferred from laborer to the cut-off job, he did nothing but cutting off.

Then Herman Theile, he was the other cut-off man. Then he came in as an acetylene welder, and then he was transferred to acetylene burner. I don't know how they get him listed here as cut-off man, because he was hired out as an acetylene burner.

1914 Q. (By Trial Examiner McCarthy.) Was that the work that he did in the plant to your knowledge?

A. Sure, he started as acetylene welder, then he started as acetylene burner.

Q. Is that Kouna?

Mr. Seyfarth: No, Theile.

The Witness: There is another lad in there. His first name is Tony, I don't know the last name. He was transferred from laborer to a burner job.

Q. (By Mr. Reynolds.) You don't find his name?

A. I don't find his name on there anywhere.

Q. There is a second page there, look at that. Zelosky, was that one of them? There is an A. Zelosky there.

A. What is that listed under?

Trial Examiner McCarthy: Chipper.

The Witness: That couldn't be, he was a cutoff man when I left.

Q. (By Mr. Reynolds.) He had less seniority than you also?

A. He did.

Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Seyfarth.) There are a lot of A's in here. Do you know whether it was Anthony alakowski?

A. No, it sounds more like Rimkus.

Q. Do you know A. Zelosky?

1915 A. I don't think that is him.

Q. Do you know A. Smith?

A. No.

Q. Or A. Rimkus?

A. I know Rimkus, it was not him.

Q. You say it sounded like Rimkus?

A. Yes, but this fellow was a burner, he never did chip.

Q. It sounded like Rimkus but it was not Rimkus?

A. No.

Q. You say when Theile first came in he was an acetylene welder?

A. Right.

Q. And then he was made a cutoff man, is that right?

A. That is right.

Q. Do you know when he was made a cutoff man?

A. No, I don't.

Q. You don't know how long after he got his job there, do you?

A. Oh, probably two or three months.

Q. You don't know whether he might have been a better cutoff man than a welder?

A. I don't think he was very good on either job.

Q. You don't know whether he wanted to be a cutoff man rather than a welder?

A. He said he would sooner be a welder but they 1916 put him on cutting off.

Q. Now, this man Kouna; and this man Cassani, the men listed under "laborers" with "cutoff" alongside of their names; would you say that they were experienced cutoff men?

A. Joe Cassani never was a cutoff man.

Q. Cassani was never a cutoff man?

A. No.

Q. What about Steve Kouna?

A. I broke him in, he came in from laborer.

Q. You broke him in, you showed him how to do the work?

A. I showed him how to do the work, yes.

Q. These two fellows used to cut up scrap, usually were cutting up scrap near the cupola?

A. They didn't cut up scrap, only some castings, as I did.

Q. Didn't they also cut up scrap?

A. And I cut up scrap.

Q. When you were learning?

A. No, not when I was learning, I started right on on the job.

Q. Isn't cutting off the risers from the castings a different job than cutting up scrap in the yard?

A. Well, they had us all cutting scrap also.

Q. That was a time when there was a lot of scrap to be cut up?

A. Yes.

1214 *Witness for National Labor Relations Board.*

1917 Q. And to be melted?

A. Yes.

Q. They took some of you fellows who were really cutoff men, and knew how to cut off risers and put you to cutting up scrap?

A. That is right.

Q. And there was a lot of scrap there at that time?

A. That is right.

Q. Were you a better cutoff man than Kouna?

A. Absolutely.

Q. You were a butter burner than Kouna?

A. Sure.

Q. You were?

A. Yes.

Mr. Seyfarth: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Mr. Kalamarie, does it take a great deal more skill to cut off risers than it does to cut up scrap?

A. It does.

Q. But even the most skilled burners sometimes worked on the scrap?

A. They do.

Mr. Reynolds: That is all.

Mr. Seyfarth: That is all.

1918 Trial Examiner McCarthy: That is all, thank you.
(Witness excused.)

Mr. Reynolds: Mr. Novak.

JOSEPH E. NOVAK, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows;

Direct Examination.

Q. (By Mr. Reynolds.) You are the same Mr. Novak who testified here before?

A. Correct.

Q. It has been testified here that prior to your discharge you were given some kind of a warning by some foreman or supervisor about engaging in union activity. What is the fact about that?

A. I didn't get any warning; the first warning I had was when I was fired.

Q. Had you in fact distributed any cards or in any way cooperated with Mr. Salmons or any of the others who were organizing the C. I. O.?

A. Absolutely not, I never had any cards.

Q. And at that time that you were discharged by Mr. Berry you made the denial that you had engaged in any activities whatever?

A. That is true.

1919 Q. And you reaffirmed that when you came back and were put back to work, isn't that right?

A. That is true.

Q. When you were put back to work did you enter into any kind of an agreement that you would waive your rights for back pay?

A. With Mr. Berry?

Q. Yes.

A. We had no—we didn't talk about any rights about any back pay or anything like that.

Q. Did you ever sign any release releasing your rights to back pay?

A. Not in Mr. Berry's office, I didn't sign no release up there.

Q. Did you ever sign any release saying that you would not ask for back pay?

A. No.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Joe, you know Simmons, don't you?

A. I do.

Q. Did Simmons ever warn you to keep moving?

A. When?

Q. Prior to the time that you were discharged.

A. No.

1920 Q. Didn't he ever see you talking to the men?

A. No.

Q. And tell you to keep moving?

A. No.

Q. He never did?

A. No.

Mr. Seyfarth: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Mr. Novak, do you have any knowledge about the seniority policy of the company?

A. Well, the only knowledge I have is that the man who starts there first has more seniority than the man starting later on. That is all I know.

Q. Did you ever hear anything said about job seniorities?

A. Not that I know of.

Q. Are you acquainted with Mr. Ross, the president of the Independent?

A. I am.

Q. What department does he work in?

A. He works in the same department that I do, doing the same kind of work as I do.

Q. What is his seniority in that department?

A. Well, I don't know, I think he came there when I was not there, when I was fired.

Q. He came after you were fired?

1921 A. I think he did. He was not there when I was fired, I know that.

Q. Now, at the time you were fired were there other employees working in that department that were not there when you came back?

A. Well, there was employees there when I came back, the same ones.

Q. Were there any employees laid off or fired with less seniority than Mr. Ross?

A. Oh, I imagine there was.

Q. Do you know of any?

A. Well, I don't remember their names, unless I could look over any names here, something like that.

Q. (By Trial Examiner McCarthy.) The crane department is not in the foundry, is it?

A. No, the crane department is a department by itself; the D. K. department or crane department. Well, I will probably name nickname, something like that, Joe Tassig—

Mr. Seyfarth: Unless this is in connection with one of these discharge cases or layoff cases, I am going to object. We might keep this up until doomsday.

Trial Examiner McCarthy: As I understand it, it is in connection with his own discharge.

Mr. Seyfarth: No, it is not in connection with his own discharge.

1922 Trial Examiner McCarthy: It is seniority in connection with his own discharge and those of other people, is that not so?

Mr. Seyfarth: It is not connected up with any of these men.

Trial Examiner McCarthy: It has to do with seniority, is that not so?

Mr. Reynolds: Yes.

Trial Examiner McCarthy: He may answer.

The Witness: Well, Joe Tassig is one. There is another one, we call him Scottie, I don't know his right name; and Norman.

Q. (By Mr. Reynolds.) Now, these three men, what is the fact with reference to them?

A. Well, they were working there when I got fired.

Q. At the time you got fired Mr. Ross was not working there?

A. Mr. Ross was not working there.

Q. Do Joe Tassig, Scottie and Norman work there now?

A. They don't work there now, no.

Q. Do you know where they are?

A. No, I don't know. I don't know their addresses or anything.

Q. What happened to them?

A. They were laid off.

Mr. Reynolds: That is all.

1923 Trial Examiner McCarthy: What is the point on that?

Mr. Reynolds: The point is that they do not follow any kind of seniority policy as outlined here.

Recross Examination.

Q. (By Mr. Seyfarth.) You were not laid off, you were discharged?

A. I was fired.

Q. There was a slackening of work when you were fired?

A. No.

Trial Examiner McCarthy: What is the purpose of this?

Mr. Reynolds: The fact is that Mr. Ross has less seniority than other men in the department who were laid off and he is now working there.

Trial Examiner McCarthy: Was Mr. Ross the gentleman who just testified?

1218 *Witness for National Labor Relations Board.*

Mr. Reynolds: No, he is the president of the Independent Union.

Trial Examiner McCarthy: He just testified, hasn't he?

Mr. Reynolds: That is right, pardon me.

Q. (By Mr. Seyfarth.). Do you know anything about the past service record Mr. Ross has had with the company?

A. He was working there at one time.

Q. Do you know how long he worked for the company at one time?

1924 A. That I couldn't say, how long he worked, a few years, I think, because I worked with him.

Q. Do you know how long he was separated from the payroll and when he came back? Just answer, yes or no. Do you know or don't you know?

A. A few years, that is all I can tell.

Q. Do you know or don't you know?

A. I don't know.

Q. What does Mr. Ross do in the crane department?

A. What does he do?

Q. Yes, what does he do.

A. A mechanic, the work that I do, he is a mechanic.

Q. He is a mechanic?

A. Absolutely.

Mr. Seyfarth: That is all.

Mr. Reynolds: That is all.

(Witness excused.)

Mr. Reynolds: Nick Cumorich.

NICK CUMORICH, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Are you the same Nick Cumorich who testified here before?

1925 A. Yes.

Q. Now, Nick, prior to your discharge last spring, had the boss, Mr. McKinney, ever reprimanded you or bawled you out for being slow?

A. No, sir.

Q. Or inefficient?

A. No.

Q. Did he ever say a word that you might consider as a reprimand to you?

A. No, sir.

Q. What kind of work did you do there?

A. Mostly on a shovel, loading sand, and then I was on work in the yards, break up some scrap in the yard, I was all over.

Q. At the time you were discharged what were the duties that you were performing? What were you doing when you were discharged?

A. I was working on a bench.

Q. Working on a bench?

A. Yes.

Q. How long had you been there?

A. I had been there for just one night.

Q. One night?

A. Yes.

Q. Now what was your job classified as, what were you called?

A. What do you mean?

Q. What did you consider your occupation to be?

A. To be?

Q. Yes.

A. Mostly labor.

Q. Mostly labor?

A. Labor.

Q. How much of your time would you say you spent as a chipper?

A. Sometimes I got an hour work on chipper, sometimes I got a day; when I am done I go to the foreman and he send me to the yard as labor.

Q. (By Trial Examiner McCarthy.) What floor did you work on?

A. On the floor, the first floor in the foundry.

Q. The steel cleaning floor?

A. Yes.

Mr. Seyfarth. He does not show on the sheet as a layoff, it is not on that sheet. This is a discharge case, Mr. Examiner.

Q. (By Mr. Reynolds.) Nobody ever said anything to you, Nick, that your work was not up to the work of the rest of the other men?

A. Never.

1927 Q. What is the fact about that, could you chip as well as the other men who did that work?

1220 *Witness for National Labor Relations Board.*

A. Yes, I did. The only thing, them people that was working steady chipper, steady grinder, they had tools to work with there. I was working two or three days, I don't have no tools, I had to go around and ask them to give me some tools.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) There is a tool room there, isn't there, Nick?

A. Tool room, yes. When I was working in there, I had to go to the office and ask George Bellop.

Q. (By Trial Examiner McCarthy.) Was he your foreman?

A. Yes, he was my foreman.

Q. (By Mr. Seyfarth.) Now, you say you chipped on the bench.

A. I chipped on the floor; on the bench, every thing.

Q. You say you worked on the bench one night. At that time what were you doing, bench chipping?

A. I was chipping, and then I was put grinding. First I was chipping rough castings, then I go grinding.

Q. And you did some shoveling?

A. What?

Q. You did some shoveling also?

A. Yes, sir, I done shoveling, cleaning the floor, 1928 everything.

Q. And you broke some scrap?

A. Yes out in the yard.

Q. You had a lot of duties?

A. Yes, they put me pretty near everywhere. I was just like a spare man.

Q. You were like a spare man?

A. Yes.

Mr. Seyfarth: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Who paid off the night gang?

A. When I got fired?

Q. No, who paid the other men in the night gang?

A. We wait until morning.

Q. You wait until morning?

A. Yes, we wait until morning, and we go in the office and get paid.

Q. Now, the night you got fired your foreman gave you the money?

A. Yes, sir.

Q. And he also gave Mike his money?

A. Yes, Mike and I.

Q. Now, describe what George Bellop did in there?

A. He just give us orders, what to do.

Q. Just told you what to do?

1929 A. Yes, sir.

Q. Did you ever see him do any work himself?

A. I don't see him. When I came in the office he sit down and I ask him what to do. When I finish the job I bring him back and he give me more work.

Q. (By Trial Examiner McCarthy.) He has an office?

A. Yes, sir.

Q. George Bellop has an office?

A. Yes.

Q. (By Mr. Reynolds.) It was the same office that Mr. McKinney used during the day?

A. Yes, sir.

Q. Did he give orders to other men, as to what they should do?

A. Yes, sir, the men working nights.

Mr. Reynolds: That is all.

Q. (By Trial Examiner McCarthy.) Mr. McKinney worked daytimes?

A. Yes, sir.

Q. Did you ever see him down there nights checking up?

A. Yes, sir.

Q. Did you see him there in the office?

A. I never see him, I just do my work.

Q. He never talked to you?

A. He never talked to me in the office any time.

1930

Recross Examination.

Q. (By Mr. Seyfarth.) Nick, did George Bellop ever drive a truck?

A. What is that?

Q. Did he ever drive the truck?

A. No, I didn't see him only sometimes when the man, the steady driver, is off, I seen him drive the truck.

Q. Did you ever see him attend the annealing furnace? Do you know what the annealing furnace is?

A. No, I don't see him.

1222 *Witness for National Labor Relations Board.*

Q. Did you ever see George Bellop do any cutting or burning?

A. Sometimes when they changed the men he would show them the job.

Q. Did you ever see George Bellop run the sand blast?

A. No, I don't see him.

Mr. Seyfarth: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Do you read English, Nick?

A. Only a little.

Q. George would read the orders off of some slip?

A. What do you mean?

Q. When he was telling you what to do, was he reading the order from some slip?

A. Yes, he would read it. He says, "Nick, here 1931 is order." When I finish it I bring it back, then he give no more.

Q. (By Trial Examiner McCarthy.) McKinney testified he saw you working at night, and he says you were not interested in the job, you make slow job.

A. I never see him, I do everything what the foreman tell me.

Q. You think you did as well as the other fellow?

A. Yes, everything the foreman tell me I do. He said I was good workingman.

Q. Who said that?

A. George Bellop, when I got fired, he says, "I am sorry, you are pretty good workingman."

Mr. Reynolds: That is all.

Mr. Seyfarth: That is all.

(Witness excused.)

Mr. Reynolds: I will recall Mr. Kalamarie.

JOHN KALAMARIE, a witness recalled by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Mr. Kalamarie, are you acquainted with George Bellop?

A. I am.

Q. Do you know what his duties are for the Link 1932 Belt Company?

A. Well, the first thing that he does when he comes in the office, he sees if there is any orders for the work; and he just gives out the orders, and gives out the time cards and the instructions, what the instructions are on the work, and the rest of the time he is in the office.

Q. How much actual work does he do himself, would you say?

A. The only time he does any of the work during the night, he would give us a chance to leave the job for a few minutes to go in the lavatory, and then he would do a little bit of work, to keep the work hot until we got back.

Q. What is the fact about driving the truck that has been mentioned?

A. That is a little gasoline truck. I run it, and he runs it when the other boy is not there, runs it just a few minutes, just to push in one load; and then the other boys run it, they all run it as a matter of fact. Anybody who can drive the truck runs it.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: We will have a five minute recess.

(A short recess was taken.)

Mr. Reynolds: I have no more questions.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. Kalamarie, you don't 1933 know what wages George Bellop receives, do you?

A. Yes, it would be about 92 cents an hour.

Q. How much did you receive when you were there?

A. 69.

Q. And do you know whether or not he received a foreman's wages?

A. No, I don't.

Mr. Seyfarth: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Now, this 92 cents that you think Bellop received, what period of time are you referring to when you say that you think he received 92 cents?

A. When they extended the night shift, and he took charge of the gang, why he got a raise there, I think around 20 cents.

1224 *Witness for National Labor Relations Board.*

Q. When he took charge of the men he had a raise of around 20 cents?

A. Yes.

Q. (By Trial Examiner McCarthy.) When did they extend the night shift; when was that?

A. It was around April.

Q. Of 1937?

A. Yes.

Q. (By Mr. Reynolds.) Could it have been after April?

A. Or May, I don't know.

1934 Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Seyfarth.) This night shift was not a permanent thing, was it, Kalamarie?

A. It was until a month or so ago.

Q. I mean, sometimes there would be a lot of work to do at night, and other times there would not be so much work?

A. We did just as much work nights as they did on days.

Q. You did as much nights as they did on days?

A. For the amount of men we had.

Q. Well, I suppose that is true, at least, to a certain extent. You got a premium for working nights, didn't you?

A. Yes, one-tenth of one per cent, something like that.

Q. Wasn't it five per cent of the weekly earnings that you got as a premium?

A. No, it didn't run that high.

Q. It didn't run that high?

A. No, I got ten cents a night extra.

Q. Ten cents a night extra?

A. That was just the cutoff men.

Q. Did the force in the night shift vary? Were there many men working at times and then they would cut down to fewer men?

A. No. When they hired men on the day shift they put a couple on extra nights, too.

Mr. Seyfarth: That is all.

1935 Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Reynolds: Mr. Karbol.

MIKE KARBOL, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Are you the same Mike Karbol who testified here before?

A. Yes.

Q. Now, Mike, before your discharge had your foreman or anybody complained to you about your work, about how slow you were at it?

A. No, nobody explained to me. I working piecework. I get it two sprockets or three sprockets; sometimes five sprockets, the same order. I finish him that order, and I take him back another job, and different parts, when I finish him them other parts, and I work him fast. When I work him fast I make it over money.

Sometimes there is a lot of scrap, I can't work him fast. Many of them sprockets they have too much chill; they can't chip him off, and I take small grindstone and grind him off. It must be right. The inspector in 1936 spect him, and when you have left any scrap he send them back. They must be chipped him right, I want to make it good job.

Q. Now, Mike, you say you worked on piecework?

A. Sure, I work piecework.

Q. Did you make your piecework rates?

A. Sure; sometimes I make it, sometimes I lost when we get it to many scrap, and I can't make it over money. If we get no too much scrap, see, I make it over money.

Q. Who is your foreman?

A. George, I work nights, George.

Q. Did George ever say that you were not doing as much as you should?

A. No—yes, George did say me, yes.

Q. What did he say?

A. He say me sign up for to join. I say no.

Q. You are referring to the Independent Union, aren't you?

A. Yes.

Q. Did he say anything about your work, that your work was not what it ought to be?

A. Oh, no, no, no, say me nothing.

Q. Did Mr. McKinney ever say anything about your work, Mike? Did Mr. McKinney, the day foreman, ever say anything to you about your work?

A. In the daytime?

Q. Any time. Did he ever say anything to you?
1937 A. No.

Q. McKinney said he went down to the foundry at night and he looked over the men working there.

A. Yes.

Q. Did he ever talk to you then at night?

A. Yes, he told me to come in at night.

Q. You were working nights?

A. Yes.

Q. (By Trial Examiner McCarthy.) McKinney comes down to see how the men are doing their work. Does he ever speak to you when he comes in at night?

A. Yes, he told me I should come at night. The boss is named Bill.

Q. (By Mr. Seyfarth.) That is, Bill McKinney?

A. Bill McKinney, he told me "Mike, you come night, working night."

I say, "All right, I come nights." I say, "You change me, I come in night." I work one month daytime, two months I working in night time. I don't know, and he give me layoff, fire.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Did you see McKinney down there at night time?

A. No, sir.

Q. You never saw him down there at night?

1938 A. No, I no see him no more.

Q. He works daytimes?

A. Daytimes.

Q. Does he have charge of the night shift?

A. No, night boss is charge of night shift. Day boss in daytimes work.

Q. You never saw McKinney down there at any time at night?

A. No.

Q. Never?

A. No.

Q. If McKinney was down there you did not see him?

A. I didn't see him working in there. Only last time

I seen him was when he give me fire. I say, "George, what is the matter, you give me fire."

Q. You are talking about the time George fired you?

A. I say, "What is the matter, give me fire?"

He say, "I don't know, I give you fire. I don't know, you are working all right, I don't know what for you get the fire."

Trial Examiner McCarthy: Anything more?

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Mr. McKinney has got grey hair, do you know him?

A. Yes.

1939 Q. Did you see him at the shop at nighttime?

A. No, I no see him, he working daytime.

Q. You only saw him during the daytime?

A. Yes, I saw him daytime when I start before. When I work daytime I see him.

Q. Did Mr. McKinney ever visit the foundry during the night, when you were on night work?

A. Visit it? Bill visit it, Bill is his name.

Q. Who is Bill?

A. Bill.

Q. Bill visit it at night?

A. Yes.

Q. (By Trial Examiner McCarthy.) Who is Bill?

Mr. Seyfarth: Bill Morley.

Q. (By Mr. Seyfarth.) Do you mean Bill Morley?

A. Yes.

Q. He visited at night?

A. Yes.

Q. Did Mr. McKinney visit at night too?

A. Yes.

Q. Did Mr. McKinney visit at night? The gray-haired man, did he visit at night?

A. No, he no visit me nights.

Q. You did some grinding, did you?

A. Sometimes I grind it, too.

1940 Q. Did you ever shovel?

A. No, I work one place. I am starting work nights, and I stay all night.

Q. Do you know what a bonus is, Mike?

A. Well, the bonus, I make it myself the bonus, all work; more chip I make it, I get bonus.

1228 *Witness for National Labor Relations Board.*

Q. The more work you do, the more bonus you get?

A. Yes.

Q. And you also get a bonus for working nighttimes, too, don't you?

A. Nighttime, to, and I work it, I make it bonus for the daytime, and I make it bonus for the nighttime.

Mr. Seyfarth: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Mike, do you read?

A. What?

Q. Can you read?

A. No.

Q. (By Trial Examiner McCarthy.) Can you read English?

A. No, I can't.

Mr. Wham: That is all.

(Witness excused.)

Mr. Reynolds: Mr. Salmons.

1941 LOUIS SALMONS, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) You are the same Louis Salmons who testified here before?

A. Yes, sir.

Q. Mr. Salmons, you heard some testimony here about something that you are alleged to have told the sand slinger?

A. I did.

Q. Who is that sand slinger?

A. We always called him Sand Slinger John, we don't know his name.

Q. What is the fact about that? Did you have a talk with the sand slinger about the C. I. O.?

A. I never did.

Q. Do you recall that Mr. Berry ever said anything to you there at that location?

A. He never did.

Q. Now, how many men in the Link Belt plant did you ever talk to during working hours about the C. I. O.?

A. I did talk to John Kowatch, I didn't talk to him about the C. I. O., no.

Q. What was the circumstance of that?

A. Well, we were talking about unions at first sort of, and I probably started—I won't say that I talked 1942 about the C. I. O., because I talked to him only two or three minutes, and it really takes a little more time to explain it.

Q. (By Trial Examiner McCarthy.) You are talking about the period of April 1937?

A. That is right. It takes a little more time to explain the theory of a legitimate union over a company union, but I did talk to him.

Q. (By Mr. Reynolds.) Did you talk to any of the other employees during working hours about the C. I. O.?

A. Not as I remember.

Q. You had some cards that you gave to some of the men that were helping you?

A. Yes, sir.

Q. And perhaps you distributed some yourself, is that right?

A. I did.

Q. What is the greatest number of cards that you had in the plant before you were discharged?

A. I received 50 cards, the first bunch of cards I got, and I was discharged before I received any more cards.

Q. (By Trial Examiner McCarthy.) That was in 1936?

A. That was in 1936.

Q. (By Mr. Reynolds.) What is the fact as to whether you received any warning before you were discharged?

A. I never received any warning from Mr. Berry or Mr. Forss at any time during my 14 years there.

1943 Q. Did you ever receive one from any other foreman?

A. I did not.

Q. Any foreman made any complaint to you about loafing on the job?

A. No.

Q. Did anything you did in your C. I. O. activity interfere in any way with the performance of your work?

A. No, it did not. We had an organization built up for the purpose of organizing. Of course, I was directing that organization. We had three men in the foundry, to take care of the foundry. It was not necessary that I do

any of it. Also we had a man in D. K., to take care of that department; and similiar men through out the plant to take care of it.

At the time I was discharged we had 11 applications signed.

Q. Now, had you instructed any of these men or talked to the men about the advisability of the hazards of doing this work during working hours?

A. Well, we had talked it over. We had a meeting and we talked the thing over, and I realized at the time somebody would probably be fired; and naturally I signed the applications because if any body got fired I wanted to be the one to be fired because I was starting it. I knew it would turn out that way because it was turning out that way all over the country; somebody no doubt would be discharged.

1944 Q. Now, Mr. Salmons—

Trial Examiner McCarthy: Excuse me. When did you first start organizing? When did the C. I. O. first start to organize the plant?

The Witness: Well, it was about along, I guess, oh, maybe the 15th, along about the 15th of September, maybe later, in 1936.

Q. (By Mr. Reynolds.) That was about a week before you were discharged?

A. Just about a week, something like that, I couldn't say just exactly, you know, I don't remember.

Q. Did you ever see any bulletin posted on the bulletin board with references to union activity?

A. No, sir.

Q. On company premises or during working hours?

A. I never did.

Q. Now, at the time that you went back to work on December 21, 1936, was anything said about solicitation for the union on the company premises?

A. Not particularly in that way. I know Mr. Berry says to me, he says, after that conference that there would be no more organizing. I says, "No, not on the company property, but there will be organizing on the outside."

At that time of an evening we had a tavern up on the corner of Wentworth Avenue and 39th Street, and 1945 in there from that time we did our organizing. At that time we didn't know we had the right to organize on the company's property outside of working hours, and noon or any time. I think later on the Board

agreed that we had a right to organize on the company's property on our own time.

Q. You mean the Employees Board?

A. The Labor Board, I think they handed down a decision of that kind; I think about the time of the Independent Union.

Mr. Wham: I object to this repeated reference to the Independent Union.

Trial Examiner McCarthy: This is for the purpose of identification that you are referring to the Independent Union, is it?

The Witness: I refer to the Independent Union, if you must call it that. At that time the Independent Union started and they were going around through the plant, they were going through the plant with a list.

Trial Examiner McCarthy: That has been covered.

The Witness: I want to bring out the point about when we started.

Trial Examiner McCarthy: Do that in response to the attorney's questions.

Q. (By Mr. Reynolds.) How did the C. I. O. do this organizing?

1946 A. When the Independent Union started out with the list, and we seen them doing it on company time, we started out and we built up an organization in the different departments, like the machine shop, and so forth. We had five men to go through the machine shop with cards in their hands signing up people. The foreman and everybody could see it. We did it in the steel shop.

Q. That was after the Independent Union started?

A. That was after the Independent Union started.

Q. Was it during working hours?

A. It was not, it was during the noon hour.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) In other words, you were following suit, were you not, Mr. Salmons?

A. We were following suit during the noon hour, on our own time.

Q. Now, do these cards, one of which is referred to by Board's Exhibit 26, bear your signature?

A. Yes, sir.

Q. Do all of them bear your signature?

A. They do.

Trial Examiner McCarthy: Look at them and be sure?

A. I am satisfied that they do.

Trial Examiner McCarthy: Well, you can't be
1947 satisfied without looking at them.

A. (Examining documents.) Yes, sir.

Q. (By Mr. Seyfarth.) Now, are those the cards which
you brought into the plant to be signed?

A. They are.

Q. You brought them into the plant prior to the time
that you were discharged?

A. That is right.

Q. At the time you brought them into the plant you
said you placed your name on them to be sure that if any-
body had to take the rap you would take it instead of the
men whom you had selected to help you?

A. It is a rule that we must sign the cards as an or-
ganizer, but I probably could have left my name off the
cards; but the fellows who signed the cards, they would
have expected my name on there.

That was one of the purposes. I really knew there
would be somebody discharged.

Trial Examiner McCarthy: Keep your voice up, please.

A. I say, I really knew there would be somebody dis-
charged.

Q. (By Mr. Seyfarth.) You in other words, decided to
organize the plant on company time?

A. It was not our intention at all.

Q. Isn't that, as a matter of fact, what you were doing?

A. I probably passed out some of those cards on
1948 company time, I don't deny it. But there were nine
of the those cards which you have there which were
taken out of a fellow's tool box in the foundry; those nine
cards which run in rotation.

Q. Had you given them to the fellow?

A. I certainly did.

Q. And did you give them to the fellow to have him
pass them out to somebody else?

A. Well, that was up to his judgment, how he would
pass those cards out, but he was not instructed to do that
on company time, or take any of the company's time.

Q. You gave him those cards on company time?

A. I didn't give him those cards on company time, I
gave him those cards at his house, those nine cards.

Q. And he happened to bring them down into the plant,
is that right?

A. Yes.

Q. He was to go out and organize on company time?

A. I didn't say he was to go out and organize on company time.

Q. But you assumed that in passing out a card to man he naturally had to talk to him, didn't you?

A. He may have to talk to him a few minutes. If I passed out any card to anybody, I would tell him to take it home, read it, sign it and return it.

Q. I mean; you were not passing them around 1949 indiscriminately without a few words of explanation of what they were about?

A. I think the majority of the people knew what the union was, and it didn't take a big conversation to get a man to take a card, because we were particular who we talked to; but as to taking up any amount of the company's time, I don't think we did at all.

Q. Some of those fellows could not read or write?

A. Some of them, possibly.

Q. Didn't you have to explain where they should place their signature on the card?

A. At that time we were not contacting men like that, or I was not.

Mr. Seyfarth: That is all.

Cross-Examination.

Q. (By Mr. Wham.) Mr. Salmons, when you said it took longer to explain the theory of the C. I. O. than a company union, you were referring to the Independent Union?

A. That is right.

Q. How long did it take you to explain the theory of the C. I. O.?

A. Well, it would take more than two or three minutes.

Q. And if somebody testified that somebody tried to explain the theory of the Independent Union to them for forty-five minutes or thirty minutes or even twenty minutes, you would think that would be an exaggeration, wouldn't you?

1950 A. I can't say.

Q. Now, at the time that you were discharged, you say you had eleven applications for the C. I. O.?

A. I had.

Q. Isn't it a fact that the C. I. O. put the rumor around the plant that you had 275 at that time?

A. I started that rumor myself.

Mr. Wham: That is all.

Redirect Examination.

Q. (By Mr. Reynolds.) Mr. Salmons, what was the membership of the C. I. O. before the Independent started to organize?

A. Well, it was around close to 400, I guess.

Q. And did you have an organization set up, meetings and so on?

A. Oh, yes, we had meetings, we also had a charter at that time.

Q. That organization has been retained intact ever since, too, hasn't it?

A. That is right.

Mr. Reynolds: That is all.

Recross Examination.

Q. (By Mr. Wham.) Is that close to 400 that you speak of, is that the same type of the 275 which was rumored around the plant in September?

1951 A. No, sir.

Q. (By Trial Examiner McCarthy.) Were they actual signatures?

A. Yes, sir. At the time I was discharged, you refer to?

Q. (By Mr. Wham.) Yes.

A. At the time I was discharged I had eleven applications signed. Mr. Forss came in the washroom and he says to me, he says, "Well, I didn't believe this was going on," or some such words as that.

I says, "Well, Joe, we have 370 or something like that, see, as near as I can tell." I didn't want to tell them that I was getting kicked out of there after I had done no organizing at the time.

Mr. Wham: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Reynolds: Mr. Bozurich.

PAUL BOZURICH, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Are you the same Mr. Bozurich who testified here before?

A. Yes, sir.

1952 Q. Now, Mr. Bozurich, prior to the time of your discharge or layoff, whatever the case may be, had you ever received any information about the company's seniority policy.

A. None whatsoever.

Q. Now, you have heard this testimony about the policy being one of occupation or shop seniority?

A. Yes.

Q. You also heard Mr. Berry say that that was the customary system of seniority in other steel and iron foundries. Now, do you have any information about that?

A. I have, that is, in the sense of my own experience in various foundries.

Q. Now, will you describe briefly what your experience has told you about that, and explain what the basis of your testimony is?

A. Well, I should say, generally speaking, it would run in the following order; that in the foundry there would be a letdown in production, and the management feels that it will be temporary, see, or only for the time being; then the first move would be to divide the work, the working hours and to maintain the force on the job see.

However, if it would develop that this letdown in production will develop into a somewhat indefinite period of time, then the second move—I am speaking in general terms—would be to reduce the force; and the man-

1953 agement would always make an effort to maintain on the job the most skilled people. With the molders, in a sense, when any rehiring would take place, they would have no difficulty getting skilled molders on the job, evidently, that they need, for the lowest skilled molders they can provide much easier, if they maintain their skilled molders.

Now, in addition to that, and I say this in general terms, because that would apply, let's say if I might state it frankly, in foundries where there is no organization setup,

and where the people wouldn't have—the molders wouldn't have anything behind them to protect, that is, to enforce the seniority, and therefore the management would be guided by the skill.

Q. By what?

A. By the skill of the men. For example, there is a bench molder and he works squeeze molding, and here is a machine or a floor molder, whatever it may be; the manager would always take into consideration that if he has not got a job for the floor molder, which is really somewhat higher, or requires more skill on the part of the men; and he feels he can get a squeeze molder at any time, because that does not take any particular type of man on that particular type of work; therefore he would always retain the skilled molder, and the one who can work all along the line, see.

That would be the guidance of the management, 1954 see; I mean, in unorganized plants.

Where there would be a union, of course, the approach to the seniority rights would be altogether different. Then the union would have an opportunity to say something about it and see as to their rights, and do have his seniority based on his length of service, because the men are interested like that, in comparison with his seniority rights and his experience behind him.

Q. Now, what is your impression of the Link Belt Company at the time that you were discharged; would it fall into the classification of the unorganized foundry or of the organized foundry, with reference to its seniority policy?

A. Unorganized.

Q. In other words, the expectation then would be that the skilled men would be retained and the less skilled men would be let out?

A. Yes, sir. That would be for the benefit of the management, itself, and in fact it is the practice in foundries that I know of where I was working.

Q. Now, did your boss, the foreman on the gray iron floor, understand what your background of experience was?

A. He never talked to me about it, but I suppose he does because I turned in my references at the office, the companies that I was working for, the city and state, things like that.

Q. Was there also an indication of the type of work 1955 that you performed for those companies?

A. Yes, I believe that there is.

Q. Now, there was some testimony about the type of work that you did in the foundry there, and some opinion was expressed that you were not capable of doing work on the heavier type of castings.

What is the fact in regard to that?

A. It is hardly possible I can say in a word to answer that question. I will tell you, for example, you cannot judge the quality of a molder and his ability on the basis of the weight of the castings, see, because, for example—picture to yourself, let us say, a railroad tie that the rails rest on, which is a square block. There is practically almost nothing for a molder to do on that, but that particular type of casting would be five tons, ten tons or one ton.

Say, for example, a gear, which is an altogether different type of casting. Now the molder that would work on that particular tie, railroad tie, the square block—then you have another one, for example, working on a gear, let us say, which would have no tonnage in weight. Now, you see the square block would weigh, say, ten tons, and yet it is so plain that there is hardly any skill required; but here we have a gear which hardly weighs half a ton, yet it requires for you more skill, higher skill, than the skill or the ability to do the molding on the square block.

1956 So therefore, you cannot judge by weight as to the molder's ability; because a casting that might be ten pounds, twenty pounds or fifty pounds, might require more skill than the heavy casting.

But generally speaking, taking all castings, altogether, all types of castings, not one particular type of casting; then when you take it in that light, the heavier they are, the molder generally needs more skill, for this reason. If he molds a big casting, if it is lost, if it turns out to be scrap, it is a big loss to the company, see.

For example, if a bench molder makes one type of casting or a number of different types, and say during the day he makes twenty molds and makes twenty castings, and he loses one or two, he has eighteen or nineteen castings left. But if he was working all day on this particular type of casting, one big casting, and if he lost it at the end of the day, it is a loss of all the work for the day and you don't have any casting left at the end of the day.

Therefore it is required for the molder on the heavier types to be more skilled, to assure the company at the end of the day that there will be no loss. While the bench molder will have a little loss, he would have enough on hand to make his wages.

Q. Now, Mr. Bozurich, will you take Respondent's Exhibits 6-A to 19, both inclusive, and pick out the names of the men who are molders, whose seniority is less than yours, and whose job you are qualified to do?

Mr. Seyfarth: If the Examiner please, I don't see that this has any particular bearing on the issues in this case. I think it is agreed, not only by the witnesses who testified, but also by Mr. Skeets and Mr. Morley that the department was departmentalized according to occupation, and that this man was a molder on the iron floor, and hence that there has been no exception in the general policy in his particular case.

Mr. Reynolds: If the Examiner please, that is the question at issue, whether there was any general policy. I am proying by this witness that there was no such policy, and that it is a pure fabrication.

Mr. Seyfarth: A pure fabrication?

Mr. Reynolds: A pure fabrication since this hearing started.

Mr. Seyfarth: That is the first time I have heard that statement made, Mr. Examiner, and I take personal exception to it.

Trial Examiner McCarthy: It is not a good expression, perhaps, but the Examiner will receive the testimony of the workers, explaining how they understand the seniority rule works.

We have had the respondent's view of it, and to clarify the record it might be advisable to get what the workers understand the rule to be. At the same time the Examiner would like to know if it is possible for this witness to explain from Exhibit 7-A how he was affected in the shift that he has testified about.

Mr. Seyfarth: Now, if the Examiner pleases, I can see how Mr. Reynolds might think that this was hurriedly prepared, because that happens to be the fact—

Trial Examiner McCarthy: I think Mr. Skeets testified that there was no necessity for a seniority rule to be established until last October.

Mr. Seyfarth: And further, I believe that the Examiner does recognize the fact that I was thrust into the case because of Mr. Ford's absence.

Trial Examiner McCarthy: That is true.

Mr. Seyfarth: If I had been in it before I would have had these exhibits properly prepared. However, I don't think that inference should be drawn, as stated by Mr. Reynolds, simply due to my inexperience in the case, and the way I was thrust into it.

Mr. Reynolds: I want to say for the record I am sorry I made such an unwise choice of terms. I had no intention of casting any reflection on Mr. Seyfarth.

Mr. Seyfarth: Thank you, I didn't think that you did.

I think it would be well to state now under the original 1959 setup of exhibits here, marked by number alone, as well as by number and letter, it is most marked that the result is about the same in both cases, whether they be departmentalized or whether they not be departmentalized. It is a strange thing, but it so happens. But the fact of the matter is, there was departmentalization in the foundry and there was division of occupation in each of the departments, in each one of the departments.

Trial Examiner McCarthy: Now, if it is true that the principle works the same in both cases, this witness may explain as to how the misunderstanding arose.

Mr. Seyfarth: I think the witness—

Trial Examiner McCarthy: Mr. Reporter, will you go back to Mr. Reynolds' original question on this subject and read it, please.

(Question read.)

The Witness: May we proceed.

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: Go right ahead.

A. Now, on the iron floor—

Q. (By Mr. Seyfarth.) What number is that?

A. There is no number here, there is a page number, but it is called 7-A.

Trial Examiner McCarthy: 7-A?

Mr. Seyfarth: Exhibit 7-A.

1960 The Witness: Exhibit 7-A. There are missing here a number of employees who were employed after I came in, and were employed and started to work on the floor, and later on where shifted.

Now, you will find them on the sprocket floor and the bench floor.

Mr. Seyfarth: I don't think the witness is answering the question.

The Witness: Wait a minute.

Mr. Seyfarth: He was asked to list those whose job he was capable of performing, that is, in the molding classification, isn't that right?

Mr. Reynolds: That is right.

Trial Examiner McCarthy: Who had less seniority than he had, and whose work he was qualified to perform.

The Witness: Yes.

Mr. Reynolds: He is picking out those names now, as I understand it.

The Witness: The names on the bench floor, for example—on the sprocket floor—

Q. (By Mr. Seyfarth.) What exhibit is that?

A. That is 1, 2—

Trial Examiner McCarthy: No, wait a minute, we want to identify the exhibit.

Mr. Seyfarth: The page.

1961 The Witness: There is no identification on it.

Mr. Reynolds: Count up from 7.

Mr. Seyfarth: This is 12-A.

Trial Examiner McCarthy: Check the exhibit, check the Board's exhibit.

Mr. Seyfarth: I have the exhibit, we have that copy.

Trial Examiner McCarthy: Can we have it to refer to it, so that the record will be clear?

Mr. Seyfarth: That is 12-A.

Trial Examiner McCarthy: When you refer to the page, always refer to the exhibit number, so the record will be clear.

Mr. Seyfarth: I think the witness should be instructed to make no markings on that original.

The Witness: No, I won't. Now, fourth from the top, Fred Meyer.

Q. (By Trial Examiner McCarthy.) What are the facts in relation to Meyer. Was he working on the iron floor with you?

A. Meyer started on the iron floor as a laborer, helper, much later than I did, on the iron floor; and then later on was shifted over to the sprocket floor, and also was a helper to a molder on the sprocket floor.

Q. (By Mr. Seyfarth.) Who is that?

Trial Examiner McCarthy: Fred Meyer, the first 1962 molder listed on that page.

The Witness: And thereafter I was told that he was supposed to become a sprocket molder. Now, his name is not there.

Q. (By Trial Examiner McCarthy.) Not on the iron floor?

A. Not on the iron floor.

Q. That is, 7-A, Respondent's Exhibit 7-A?

A. That is right. Then the next man that I can recollect is the fifth on Exhibit 12-A, C. Ram. He started on the sprocket floor, I believe, much later, not as a molder, but as a helper, a labor helper to a molder, because he came from—he was a taxi driver when he came to the foundry.

Q. He was never on the iron floor?

A. No, he was not there. Now, on the bench floor, the 13th page of this here, the first name on the top—

Trial Examiner McCarthy: The bench floor is 14-A.

The Witness: 13-A.

Trial Examiner McCarthy: 13-A?

The Witness: Yes. Gust Larson. He started on the grey iron floor as laborer and helper to a molder. He was working as a helper with the molders, I believe about five, six or seven months later than—I am not certain of the date he started to work on the floor and tried to become a molder. I used to help him out, to show him what to do.

That is all the men from this iron floor list.

1963 Then Stanley Zalawa, when he came in, as well as I know, he worked there for a short while on the iron floor, but I couldn't see him here, and later on was shifted over to the bench molder and tried to become a bench molder.

Then Joe Thomas, the seventh name from the top, he also started as a laborer and helper to a molder, and worked there for a while.

Q. (By Trial Examiner McCarthy.) On the iron floor?

A. On the iron floor, yes, sir. Then I believe he was shifted over to the machine floor, and then thereafter back to the bench floor, to learn to be a bench molder. I know I had quite a few times to show him how to bench mold, because he didn't know how to get away from making too much scrap. Those are the names which to the best of my knowledge are missing on this iron floor list.

Q. Those are the names?

A. Yes, that I can recall. Now, here, that list on the bench floor, classified as bench molders, I certainly do feel that because I have years of practical experience in various foundries as a bench molder, a floor molder and a machine molder, by their being shifted it would certainly be my seniority right—I have greater seniority rights, and I also have much more experience in the foundry as a molder than they have.

Q. (By Mr. Reynolds.) Now, refer to the machine 1964 floor on page 14-A.

A. Well, on the machine floor I can point to them if I see them, but their names I cannot recollect, but I want to give you an idea about the machine molder, although I don't know whether—you see on the molding on the machine not all the men working that particular machine could be actually considered as a molder, and naturally is not considered.

If my foreman, for example, would assign me to operate a molding machine, he adds the necessary number of helpers, due to the fact that machine molding is simplified, it does not necessarily require that his helper be as experienced as on the floor. If one man is assigned, as in this case, I would have to show him how to do the work, but I am responsible for the finished product.

I show them how to build the mold, and the boys build the mold, but I am responsible for the finished mold.

Q. (By Trial Examiner McCarthy.) You are talking of what?

A. The machine floor.

Q. The machine floor?

A. I also see no helpers on the machine floor, but they are classified as molders. I know quite a few of them that hardly know anything about molding at all.

Therefore I believe on this card here, which represents the machine molders, Exhibit 14-A, there are people classified as molders who hardly know how to hold the sand shovel.

1965 Therefore in that case, of course, I don't know exactly who are here classed as molders and who are laborers, I don't know, and I cannot give a clear answer as far as the machine floor is concerned; but this is how the thing generally stands. There should be a clear classification of molders and helpers; so many helpers for the molders on those machines and then I would be able to judge.

Q. (By Mr. Reynolds.) Refer to page 15-A, the steel floor.

A. Now, there is on the steel floor—well, I know the fellows, but I cannot recollect their names. I believe this fellow by the name of Olson on the steel floor—well, he is laid about in 1938,—and there are a number of others that I can't recollect their names, but I know them otherwise.

Q. (By Trial Examiner McCarthy.) What about them?

A. Well, they had less seniority rights.

Q. Were they on the iron floor, the grey iron floor?

A. On the steel floor.

Q. They were never on the iron floor?

A. No, not on the iron floor. And there is another fellow who used to work there before, for a long while. He told me this, he would be hired back not very much at a time. We called him Baker, I don't know his real name.

Q. (By Mr. Reynolds.) Do you know Zenon Petrowski?

A. Yes, that was the fellow that brought that list around.

1966 Q. Do you know anything about his experience as a molder?

A. He was started as an apprentice. Some of them call themselves apprentices. They just start to learn.

Q. He was a young boy, wasn't he?

A. Yes, he was a young lad, he was a young lad, I would consider him a school boy. I believe the other fellow I was referring to,—I don't know what his name, we called him Baker, something like that, because when he was laid off he would tell me that he was going to bake.

Trial Examiner McCarthy: That is enough on that.

The Witness: That is as far as I can point out on this, so far as my seniority rights are affected. There are a number of fellows which I could point out, but on account of this classification I can't give a satisfactory answer.

Q. (By Trial Examiner McCarthy.) Does that exhibit show how you were affected by the shift from the south end of the iron floor to the bench and then back to the north end?

Is there any way that you can explain from that exhibit how that shift affected you? Were you on the bench at one time?

A. Not on the bench, on the side floor.

Q. (By Mr. Seyfarth.) On the side floor?

A. That is it.

Q. On the sprocket floor?

A. On the sprocket floor.

1967 Q. (By Trial Examiner McCarthy.) But this exhibit would not show that you worked on the sprocket floor. Even if you worked on the sprocket floor, according to the way the respondent sets up their seniority—look at Exhibit 12-A. How do you explain that, 12-A and 12? There are only three molders, three sprocket molders.

Mr. Seyfarth: Three laborers.

Trial Examiner McCarthy: Three laborers, three molders, then the crane man, two sprocket molders, and then three molders.

On 12-A they are molders.

Mr. Seyfarth: There were eight molders on the sprocket floor, three laborers and one crane man.

Trial Examiner McCarthy: There were three sprocket molders and five molders. Is there any distinction there?

Mr. Seyfarth: I understand they are one and the same thing; all the molders were sprocket molders on the sprocket floor.

Trial Examiner McCarthy: The man who prepared the

1244 *Witness for National Labor Relations Board.*

exhibit might know that, but when we come to determine the facts we don't know.

Mr. Seyfarth: That was a typographical error. I will have Mr. Skeets clear that up.

Q. (By Mr. Reynolds.) Now, Mr. Bozurich, will you give a brief statement of your past experience as a molder?

1968 A. Yes, I can give a few words—

Trial Examiner McCarthy: How long are you going to keep this witness? Will there be much cross-examination? If there is not we can finish with him, but if there is, we can recess for lunch.

Mr. Seyfarth: I believe that we can finish on it, I will not take very long.

Mr. Reynolds: I have one more witness.

Trial Examiner McCarthy: Then what?

Mr. Reynolds: I think we should be finished by twelve-thirty unless there is further testimony.

Mr. Wham: There will be some more testimony.

Trial Examiner McCarthy: I think Mr. Wham has a couple of witnesses.

Mr. Reynolds: Perhaps we had better adjourn.

Trial Examiner McCarthy: We will recess until one-thirty.

(Thereupon, a recess was taken until 1:30 o'clock P. M.)

1969 *After Recess.*

(Whereupon, the hearing was resumed, pursuant to recess, at 1:30 o'clock p. m.)

Trial Examiner McCarthy: You may proceed.

PAUL BOZURICH, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Mr. Bozurich, will you give a short statement of some of the plants that you have worked in and jobs that you have performed?

A. As a moulder?

Q. Yes, as a moulder.

A. Yes, sir. Union Steel Casting Company, Pittsburgh, Pennsylvania, about four years.

Q. (By Trial Examiner McCarthy.) Can you give the dates, approximate dates? Just approximate.

A. From '16.

Q. 1916?

A. 1916 to up after 1919, starting with '16.

Webster Foundry Company.

Mr. Reynolds: You had better tell what your occupation was in each plant as you go along.

The Witness: In Union Steel Casting: foundry, bench moulder, machine moulder, squeezer and floor. That 1970 was the place where I started.

Trial Examiner McCarthy: You mean the grey iron floor?

The Witness: Steel foundry, all over steel.

Webster Foundry Company, Akron, Ohio, from about the early part of 1920 until the beginning of 1921, I think it was, a little over a year. That's the grey iron foundry, bench and floor.

Right after that I went to Portage Foundry Company, Barberton, Ohio. I worked there for eight months as a machine moulder. In that foundry there was nothing but only machine moulder, floor machine moulder.

After that I went to Barberton Foundry, Barberton, Ohio. I worked there approximately a little over four years, light and heavy casting.

Trial Examiner McCarthy: From what period?

The Witness: I think it was about the beginning of 1922 until about at the end of 1926, something like that; thereabouts. I was working there as a moulder on the floor, light and heavy castings.

After 1926 I went to Massillon, Ohio. I was working there, in the Massillon Steel Foundry about seven or eight months as a bench moulder, steel castings.

And I was also in the Crucible Steel Company, Cleveland, Ohio, I believe about seven or eight months; bench and floor moulder, according to the call of the fore-1971 man, whatever they needed me for.

I was working also before I came to Link Belt at the International Harvester, known as the McCormick Works, on the bench, grey iron foundry, I think a little over six months. After that at the Link Belt.

Of course, this is only a partial list of the foundries I was with.

Mr. Reynolds: That is all.

Cross-Examination.

Q. (By Mr. Seyfarth.) Now, why were you so hesitant about telling us where you worked on your direct examination, Mr. Bozurich?

A. Well, I didn't see at that time the purpose of it, because I give my reference to the company.

Q. In other words, you didn't know why I was asking the questions, so you refused to answer; is that right?

A. Well, I won't say that. I said there was a reference there to the company; and whether I am able to do the work, or whether my references are right or wrong, misrepresentation or otherwise, it was up to the company to check up on it and disqualify me later on if it wasn't so.

Q. You thought you had given the company the information before so you didn't want to be put to the bother of giving it the second time here on the witness stand?

A. Well, I wouldn't say so.

1972 Q. Is that the only reason why you didn't want to tell about it on direct examination?

A. I only hesitated—I didn't deem it necessary to answer because it was in the company's possession, all the references.

Q. It was a question of whether you were going to tell it once or tell it twice?

A. Well, I don't know that.

Q. Did you ever hear of the National Foundrymen's Association?

A. How

Q. Did you ever hear of the National Foundrymen's Association?

A. Well, I heard something about it.

Q. Did you ever have any connection with the National Foundrymen's Association?

A. No, sir.

Q. Did you ever get a job through the National Foundrymen's Association?

A. No, sir.

Q. Were you ever a labor spy for the Association?

A. What do you mean by that?

Q. Did you ever receive any money from the National Foundrymen's Association?

A. No, sir.

1973 Q. Did you ever tell the employment office at Link Belt that you had a connection with the Na-

tional Foundrymen's Association when you got a job with them?

A. No, sir.

Q. You deny that now, do you?

A. Because I never had outside of reading their literature as pertaining to the operation and practice in the foundry, which I displayed here the other day, that is all, which is for my own benefit as a moulder, to follow what is going on in the trade, learning and things like that.

Q. Now, were these plants that you were working in here organized or unorganized plants as far as unions were concerned?

A. Well, some of them organized and some unorganized.

Q. Which ones of them were organized?

A. Crucible Steel.

Q. What else?

A. That is all.

Q. All the rest of them were unorganized?

A. At that time, when I was working for them. That is in the sense that the union was not recognized at that time.

Trial Examiner McCarthy: What was that? In the sense the unions were not organized.

The Witness: What I mean to say, there were a number of employees. For example, if I am a moulder 1974 belonging to, let's say, the Moulder's Union, I would work in, as we call it, an unorganized or open shop; still I am a member of the union. Yet the company does not deal with me as an organized man.

Q. (By Mr. Seyfarth.) What system did they follow in the Portage Foundry whenever it became necessary to lay off employees? Did they follow a method of taking the most skilled employees and keeping them, or did they follow seniority?

A. In Portage Foundry, I was only there a period of about eight months or so.

Q. You don't know, do you?

A. Therefore, during my employment there there was no necessity for lay offs or things like that, and I don't know.

Q. What system did they employ in the Webster Foundry. Was it skill or seniority?

A. In the Webster Foundry it was skill.

Q. What system was employed in the Union Steel Casting?

A. Also skill.

Q. Do you remember any lay offs that occurred in either Webster Foundry or Union Steel Castings while you were there.

A. Yes.

Q. How about Barberton Foundry?

A. Also they were following there by the skill, and in addition to that—well, it is unfair to Barberton; I won't say nothing else. Also according to skill.

1975 Q. How about the International Harvester Company?

A. I was there for a short period of time, say, about six months, and when I left there the plant was still in operation, that particular plant I was working in.

Q. How about Crucible Steel?

A. There was a situation somewhat different, because there was a union, and there was a seniority right applied.

Q. Was that a closed shop, Crucible Steel?

A. As far as moulders were concerned, yes.

Q. Did you belong to the union when you were at Crucible Steel?

A. Yes, sir.

Q. What union did you belong to?

A. International Moulders Union of America.

Q. That is an A. F. of L. union, isn't it?

A. Yes, sir.

Q. What system was employed at the Massillon Steel Company?

A. Well, at that time when I left the plant was in operation. You know, forces were employed.

Q. There was no lay off there?

A. No.

Q. Now, when you made a distinction between an organized and an unorganized plant, did you base that distinction on whether or not the union had a closed shop agreement with the employer?

1976 A. Well, speaking in general terms, I had in mind that fact that what was generally applied in the foundry where there was a union where the moulders were organized, and also in the foundry where there was no union and so to say unorganized moulders and how they would be laid off, see.

Q. Well, the only plant in which you worked that was organized was the Crucible; isn't that right?

A. Of those that I mentioned, yes, sir.

Q. Did you work in any others that you haven't mentioned here?

A. No answer.

Q. You don't want to answer?

A. No, sir.

Q. Any reason for not wanting to answer that question?

A. No answer.

Mr. Reynolds: Obviously the witness must have a reason for not answering any questions directed to him.

Mr. Seyfarth: Well, I hope it is a more sensible one than he gave on direct examination.

I would like to ask the Examiner to order this witness to answer the question.

Trial Examiner McCarthy: No. It would tend to limit his testimony on his experience. His omission of plants in which he had worked would tend to limit the weight or the value of his testimony.

1977 Mr. Seyfarth: That is right.

Mr. Reynolds: The only purpose, Mr. Examiner,—

Trial Examiner McCarthy: But the only purpose as the Examiner sees it is to lay the ground work for the expression of the opinions that he has expressed in this record.

Mr. Seyfarth: Yes.

Mr. Reynolds: To show that he is an experienced moulder; and that is the only purpose of it.

Mr. Seyfarth: And that weight to give that previous experience that the witness has had.

Mr. Reynolds: That is right.

Mr. Seyfarth: And, of course, it will also enter into the general credibility of the witness due to the fact that he refuses to answer a perfectly simple question.

Mr. Reynolds: No.

Trial Examiner McCarthy: Not the credibility; I don't think so.

This is off the record.

(Discussion off the record.)

Q. (By Mr. Seyfarth.) Now, the only place that you worked that had the closed shop was the Crucible Steel Company then?

Trial Examiner McCarthy: Excuse me just a minute. That discussion was off the record, Mr. Reporter.

Q. (By Mr. Seyfarth.) Is that right, Mr. Bozurich?

1250 *Witness for National Labor Relations Board.*

A. As I said before, out of those that I mentioned.

1978 Q. That is the only plant that had the closed shop?

A. Of those that I pointed out here now, yes.

Q. Of those that you have pointed out the Crucible Steel Company is the only one that had the closed shop?

A. Yes. That is, as far as moulders is concerned, but not a closed shop in its full term of meaning, you see.

You see, as far as the American Federation of Labor is concerned, the moulders have our own agreement with the company and helpers and laborers are not involved into that.

Q. Well, you are talking about lay offs of moulders when you tell what ought to be done here at the Link Belt Company, aren't you?

A. Yes, sir.

Trial Examiner McCarthy: As affecting his case.

Mr. Seyfarth: That is right.

The Witness: As far as my case is concerned.

Q. (By Mr. Seyfarth.) Now, I ask you again is the Crucible Steel the only company that you have testified to here where the moulders had a closed shop?

A. Yes, sir.

Q. And they were the only company you deemed organized; is that right?

A. What do you mean by my deemed organized?

Q. Well, you said when I asked you that the Crucible Steel Company was the only one that was organized
1979 as distinguished from an unorganized shop.

A. Yes, sir.

Q. In other words then, when a shop is organized you mean that it has the closed shop, don't you?

A. Well, in this case it was as far as we moulders are concerned.

Q. Well, you are limiting your testimony here regarding the Link Belt Company to your experiences as a moulder, aren't you?

A. In this case only as a moulder.

Q. Yes. So then when you say that a shop is an organized shop it means that it has got a closed shop provision in a contract with the employer and the employee; isn't that right?

A. Well, just speaking from my experience in this particular shop where we moulders were involved. Now, whether that is a generally applied rule, closed shop, or some other meaning is made, I won't go into that.

Q. But your experience is limited to closed shop provisions regarding organized employers—or I mean concerning an organized shop; isn't that right?

The Witness: Can you repeat it, because it is somewhat long?

Trial Examiner McCarthy: Will you read the question?

Q. (By Mr. Seyfarth.) Your experience here that 1980 you have testified to is confined to an organized shop that has a closed shop provision.

A. What do you mean by my experience?

Trial Examiner McCarthy: You mean since 1916?

Mr. Seyfarth: Yes, the experience on which he is basing his testimony here.

Trial Examiner McCarthy: I understand that most of his experience was in unorganized shops.

Mr. Seyfarth: Yes, but there was one—

Trial Examiner McCarthy: Crucible Steel was the only one that was organized.

Mr. Seyfarth: Crucible Steel was an organized shop.

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: He has attempted to distinguish, if the Examiner pleases, between the organized shop and the unorganized shop.

Trial Examiner McCarthy: I understand that.

Mr. Seyfarth: I am trying to bring out that his experience with organized shops is merely limited to the Crucible Steel Company where there was a closed shop provision, and hence, when he is referring to the term "organized shop" he is referring to a shop where there is a closed shop provision.

Q. (By Mr. Seyfarth.) Now, is that the fact, Mr. Bozurich, that your experiences with organized shops 1981 have been confined to shops where there has been a closed shop provision?

A. It would be confined to that particular shop I mentioned along those that are listed here, and also as a member of the union.

Trial Examiner McCarthy: I think the point of this is this; that he might have had experience in other shops that were organized and that haven't been named.

Mr. Seyfarth: But those are ones that he refuses to answer questions on.

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: Yes. Well, I tried to limit my questions so that—

Trial Examiner McCarthy: Well, I think we better go on to another point.

Mr. Seyfarth: Well, if that is agreed with the witness. It is very important in my cross-examination of him, if it pleases the Examiner.

Trial Examiner McCarthy: You may proceed.

Mr. Seyfarth: Well, is that the fact, Mr. Bozurich? Answer yes or no.

Trial Examiner McCarthy: What is the question again, please, Mr. Reporter?

(Question read.)

Trial Examiner McCarthy: In other words, the 1982 gist of what the question is, was Crucible Steel a closed shop plant?

The Witness: As far as we moulders are concerned.

Trial Examiner McCarthy: That is the answer.

Q. (By Mr. Seyfarth.) Now, any shop that hasn't got a closed shop provision is then an unorganized shop, isn't it?

Mr. Reynolds: I object on the ground that there is nothing in the testimony so far to indicate that that answer is called for.

Mr. Seyfarth: That is merely an inference from the last answer that the man gave, if it pleases the Examiner.

Trial Examiner McCarthy: I think that is possible, but the witness testified on direct that where a shop is organized, according to my understanding of his testimony, the workers have a basis of discussion or a strength in their discussion with the management; in unorganized shops that is not so. That is my understanding of his direct testimony, and pursuing it along devious ways I don't think will add very much to it.

Mr. Seyfarth: Well, let me continue my questioning a little further and maybe we can straighten this out.

Q. (By Mr. Seyfarth.) Now, when you were laid off was it your understanding, Mr. Bozurich, that the Link Belt Company was an organized or an unorganized shop?

A. As far as I am concerned and all the moulders 1983 are concerned, I would call it—consider it unorganized.

Q. At that time was the Link Belt Company bargaining collectively with a labor organization?

A. Not that I know of, outside of that bulletin that was posted there on the 22nd.

Trial Examiner McCarthy: April 22nd?

The Witness: April 22nd.

Trial Examiner McCarthy: 1937.

Q. (By Mr. Seyfarth.) That is the bulletin, I take it, recognizing the Independent Union of Craftsmen?

A. Something along that line. I can't give you the specific wording of it.

Q. Yes. So the fact that there was a labor union in existence in the plant with which the company was bargaining collectively didn't to your mind make it an organized shop?

Mr. Reynolds: I object on the ground that the witness didn't say that the company was bargaining collectively with them.

Mr. Seyfarth: He said he saw the bulletin board.

Mr. Reynolds: It had been recognized, but that is no sign there had been collective bargaining.

Mr. Wham: Any doubt about it?

Mr. Reynolds: Sure, I have plenty of doubt.

Mr. Seyfarth: Will you answer the question?

Trial Examiner McCarthy: Will you read the 1984 question again, please?

(Question read.)

Trial Examiner McCarthy: Can you answer that yes or no? Then you can explain your answer.

The Witness: Repeat the question, please. I think I can answer the question.

Trial Examiner McCarthy: Repeat it, please.

(Question read.)

The Witness: No. Now, I can explain.

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: Yes, go right ahead.

The Witness: You see, my experience is that wherever there is workers or moulders, let us say, organized in the foundry, there is a closed shop, if you please, as far as moulders are concerned, the existence of that such particular moulders' union would reflect itself in the day work of the moulders in the plant and also up to the time where there is a lay off and things like that, because I don't know whether the collective bargaining was going on between the Independent Union of Craftsmen and the company or not. I know only that much that an announcement was on the board, but to my knowledge and recollection I didn't feel it on the job.

Mr. Seyfarth: Well, we can not go into the merits of the closed shop in this proceeding.

1985 Trial Examiner McCarthy: Can you get to another point?

Mr. Seyfarth: Yes.

Q. (By Mr. Seyfarth.) Now, it was your understanding, was it, that seniority was not followed in lay offs at the Link Belt Company?

A. Absolutely.

Q. In other words, the lay offs were placed on the basis of the skill of the employee; is that correct?

A. No, sir.

Q. Well, on what basis were the lay offs made, if you know?

A. Well, in my direct testimony as to the seniority right, I believe I failed to mention one more fact from my observation. In between the skill and the union—

Trial Examiner McCarthy: What was that; "In between the skill and the union"?

The Witness: —and the union with reference to the seniority right there is also one other factor, I believe, which plays quite a decisive role during the time of lay offs; and that is the individual standing with the foreman, the foreman being friendly and things like that. So that also operates in an unorganized shop.

Q. (By Mr. Seyfarth.) In an unorganized shop?

A. Yes, sir.

Q. And that is why you thought this was an un-1986 organized shop at Link Belt Company?

Trial Examiner McCarthy: I think he said that was one of the reasons.

The Witness: One of the reasons, I said.

Q. (By Mr. Seyfarth.) Was it your understanding that the Link Belt Company took skill into account in making lay offs at or about the time you were laid off?

A. No; I mean in the sense that I didn't cite there that the company would select skilled men and say that they would have a priority to unskilled people.

Q. I take it that you are objecting here, Bozurich, because of the fact that you were a skilled man and you were laid off; is that correct?

Trial Examiner McCarthy: A skilled man and had seniority; that is the tenor of his testimony.

The Witness: Yes.

Trial Examiner McCarthy: He pointed out this morning on those exhibits the number of men that he thought he had seniority over; and he was also skilled.

Mr. Seyfarth: He pointed out men in departments other than his own, if it pleases the Examiner.

Trial Examiner McCarthy: That is correct.

Mr. Seyfarth: As I understand his theory it is that he had special training as a bench moulder and hence he thought that he should have been given a job as a bench 1987 moulder when the floor moulding jobs became scarce.

Mr. Reynolds: That is part of it.

Trial Examiner McCarthy: It is clear to the Examiner and the record is clear. I think that we are kind of bogging down on this point.

Mr. Seyfarth: Well, I don't know just what the witness' theory is about this. I wish that I knew, and I would appreciate it if Mr. Reynolds would tell me just what his contentions are. His testimony is so vague in that connection. On direct examination he thought that skill ought to play a greater part and that is why he ought to be kept.

Mr. Reynolds: No, he didn't say that.

Trial Examiner McCarthy: This is off the record.

(Discussion off the record.)

Trial Examiner McCarthy: Let us proceed.

Q. (By Mr. Seyfarth.) Now, you told us about a man by the name of Fred Meyer.

A. Yes, sir.

Q. You say he started as a laborer on the iron floor.

Trial Examiner McCarthy: Will you give the witness a copy of that? Respondent's Exhibits Nos. 6 to 19. 12-A.

The Witness: What was it, 9?

Mr. Seyfarth: 12-A.

The Witness: Yes, sir.

Q. (By Mr. Seyfarth.) You stated that Fred 1988 Meyer formerly worked as a laborer on the iron floor.

A. Yes, sir.

Q. Do you know when he was transferred to the sprocket floor?

A. I couldn't tell you exactly the date, but I think several months, quite a few months after he started on the iron floor.

Q. Do you know the circumstances under which he was transferred to the sprocket floor?

A. According to his own version, I think it was at noon hour sometime ago, at that time he told me that he requested, I don't know whether it was Mr. Skeates or someone, to be given a chance to learn a trade so that he might move in an advancement for himself; to become a moulder, in other words.

Q. Do you know anything about his skill as a sprocket floor moulder?

A. I have never seen him doing it up to the time, and

1256 *Witness for National Labor Relations Board.*

based on his own version that he would like to learn, that is the right place to give him a chance to start in.

Q. Now, you say C. Ram started as a helper on the iron floor; is that right?

A. No, I didn't bother with him, see.

Trial Examiner McCarthy: He was never on the iron floor?

The Witness: No, he started on the sprocket floor, 1989 I believe.

Q. (By Mr. Seyfarth.) Wasn't there somebody else on the sprocket floor you complained of here?

Trial Examiner McCarthy: Fred Meyer he said was transferred from the iron floor where he was a laborer helper.

The Witness: Yes.

Mr. Seyfarth: Yes, but wasn't there somebody else besides Fred Meyer on that page?

Trial Examiner McCarthy: No, those are the only two that I have marked.

Mr. Seyfarth: Fred Meyer and who else?

Trial Examiner McCarthy: C. Ram.

Mr. Seyfarth: That is the man I am talking about now.

The Witness: C. Ram I mentioned, see, but he did not start on the grey iron floor. I just mentioned the fact that he started on the sprocket floor as a laborer, see, although he is here classified as a moulder, see.

Q. (By Mr. Seyfarth.) He started on the sprocket floor as a laborer?

A. Yes. He came from a taxi driving outfit; that is what he said.

Q. Did he subsequently become a moulder?

A. Well, on the sprocket floor you see how it is.

Trial Examiner McCarthy: Do you know whether he became a moulder?

1990 Q. (By Mr. Seyfarth.) Do you know whether he became a moulder; that is the question?

A. In my opinion, no.

Can I explain?

Q. You don't know?

Trial Examiner McCarthy: Yes.

Mr. Seyfarth: Yes.

Trial Examiner McCarthy: You can explain.

The Witness: Because I say no and he is here classified as a moulder.

You see, the sprocket floor is the job we call the plate work. You see, the pattern is split and it is put on the

plate, see. It actually does not require from the moulder to operate as on loose pattern job work. It is a simplified work, and there is a man who is responsible as a moulder, see. He gets the help; maybe one, maybe two, see; and he shows them how to do those things, and because of the simplification, within a very short period of time he is able to do certain work which a moulder is supposed to do there; but a moulder as a moulder is responsible to see to it that he does the work right, when he closes and finishes the mould. However, how it happened after I left the plant, I can't say.

Q. (By Mr. Seyfarth.) Turning over to 13-A, you mentioned Gust Larson,

1991 A. Yes, sir.

Q. His name appears over here on the iron floor, 7-A. Isn't that the fellow that was laid off the same day you were?

A. I suppose.

Q. Is that the same name, Gust Larson?

A. I know his name is Gust. I don't know the last one, but I suppose it is the same.

Trial Examiner McCarthy: He has got the same clock number.

Mr. Seyfarth: Yes.

Q. (By Mr. Seyfarth.) Now, you were talking about Stanley Zalewa.

Trial Examiner McCarthy: What is the significance of this exhibit? Gust Larson on 7-A, number 1059, he was hired 5-19-36; and the Gust Larson, 1059 on 13-A was hired 11-29-37.

Mr. Seyfarth: They were out of jobs as floor moulders and he was rehired as a laborer.

That is the answer to it, Mr. Examiner.

The Witness: May I offer my explanation?

Trial Examiner McCarthy: I see.

Mr. Seyfarth: He was hired as a laborer on 11-29-37, and he was laid off about three and a half months later, on the bench floor as a laborer.

1992 Q. (By Mr. Seyfarth.) Now, Mr. Bozurich, calling your attention to Stanley Zalewa—

Trial Examiner McCarthy: Just a minute. Did you want to add some explanation to that?

The Witness: Yes.

Trial Examiner McCarthy: You may proceed.

The Witness: You see, if Gust Larson would be recorded on the iron floor, 7-A, hired as a laborer, then that

would be correct, and instead of carrying the title of moulder when he started there should be an indication of that particular date he was turned over or let's say he was given the privilege to be trained as a moulder, you see. Therefore, here he is classified as a moulder from the beginning when he started and here in the shop he turned out to be from a moulder to a laborer, see.

Mr. Seyfarth: That is right.

The Witness: While properly the thing was, or the correct thing was that he started as laborer and let's say five or six months after that he was given a chance on that particular iron floor to break in as a moulder.

And I remember a number of occasions he would laugh himself. He said, "What the hell I know about this?" He had a good idea, because he was a helper, got some idea, and probably the company management see fit that he could be developed into a moulder, see, and give him a 1993 break; therefore, he was shifted, you might say, to start.

That is a confusion there, you know.

Q. (By Mr. Seyfarth.) Now, Bozurich, come back to page 7-A again, will you?

A. I am here.

Q. Now, supposing we did it the way you think it ought to be done. Now, if Gust Larson remained as a laborer there instead of a moulder, would he have been laid off at all on the iron floor?

A. Well, I am now only referring to the moulders as the moulders.

Q. No, let us stick to the laborers now. You wanted them to be laborers. Let us have them remain laborers.

If he remained as a laborer on the iron floor he would still be working there today?

Trial Examiner McCarthy: What are the facts? Where did the man start?

Mr. Seyfarth: He started in as a moulder on the iron floor.

The Witness: No, sir, no, sir.

Mr. Reynolds: Moulder?

Mr. Seyfarth: As a moulder on the iron floor.

The Witness: According to your sheet here.

Mr. Seyfarth: That is right.

The Witness: But what took place in the plant, I am 1994 referring to that thing, and the boys know it.

Mr. Seyfarth: He was a moulder on the iron floor. Mr. Bozurich thinks that he ought to be placed or classified

as a laborer on the iron floor, and if Mr. Bozurich's statement is correct, he wouldn't be laid off today.

The Witness: No, that isn't my statement. I say there should be here an indication that he started at that particular date as a laborer and then later on he started to break in to become a moulder. See the point?

Now, when he started, he started as a laborer, but at the end of it when he was laid off with me he was already in the course of training to become a moulder. I won't call him a moulder, but still he was doing part of the moulding work. That is the point.

Q. (By Mr. Seyfarth.) You are objecting then to his having been given seniority for the short time he was in the department as a laborer?

A. I don't know what you mean by that.

Q. You are objecting because he was not classified as a laborer for a short time while he was breaking in as a moulder?

A. No, I am just pointing out the fact that he was hired as a laborer and at the time when we were both laid off I think I also had seniority right greater than he had, and that my moulding experience in comparison with his—only a few months there he had—well, that gives me also the 1995 priority to him as far the skill is concerned.

Q. Well, weren't the two of you laid off on the same day?

A. Yes, sir.

Q. You and Gust Larson?

A. Yes, sir; that is, if that is his last name. But Mr. Skeates saw you and say, "You and this young fellow, Gust," he said, "you are the newest fellows here."

Q. What are you complaining about Gus for? You and he were laid off at the same time.

A. But, you see, later on he was considered or appeared here to be as a moulder, also tried to learn to be a moulder, and I was a skilled moulder, but, you see, I also had the greater seniority than he had. However, according to seniority right and my ability to work in comparison to his, if there was a necessity for rehiring either one of us back to work, to work on the moulding floor, I thought I was the proper one to be taken first.

Trial Examiner McCarthy: Even if it was as a laborer?

Mr. Seyfarth: No, he said rehired on the moulding floor.

The Witness: Wait a minute, I will come to that now.

Trial Examiner McCarthy: That is what he said.

The Witness: But when he was rehired, you see,—

Trial Examiner McCarthy: He was rehired as a laborer on the bench floor.

1996 The Witness: He was rehired to work in the same capacity that he was doing when he was laid off. But, I might say it frankly, it developed that this thing will take place, and our boys, the members of our union, and also some of the Independent Union, begin to complain. They said, "What the hell is Gust? Neither moulder on seniority right is coming back. That is not right. What is wrong?"

Therefore, because of that he was assigned here as a laborer on the bench, although the facts is according to the reports of the factory.

Q. (By Trial Examiner McCarthy.) Do you know anything about the work he did when he went back?

A. I can tell only as much as the man told me.

Q. Well, what did the man say?

A. They reported that when he got back I believe he was started to work on the same job, the same floor.

Q. Your point is that he has just got a different label in this exhibit; is that correct?

A. That is what it is, you see.

Mr. Seyfarth: Wait a minute.

The Witness: Wait a minute, let me finish.

Then when it became known, I suppose, that our union, and I also personally began to go around the management with the committee to complain against this injustice, demanding my job back, then he was transferred over, 1997 and I think was continuously working, probably with little interruption, with another moulder, you see.

You see, here is the idea.

Trial Examiner McCarthy: I think we have covered that pretty thoroughly.

The Witness: Yes.

Mr. Seyfarth: I think it is demonstrated that the witness doesn't know what he is talking about, Mr. Examiner.

Mr. Reynolds: No doubt more than somebody that's never been out there.

Q. (By Mr. Seyfarth.) You are sure that when Larson was rehired he was doing the same work that he did when he was laid off?

A. Well, that was the—

Q. That is what you were told by somebody up on the second floor?

A. What do you mean by second floor?

Q. Well, isn't the bench floor on the second floor?

A. When I left the bench floor—

Trial Examiner McCarthy: He said somebody told him. He didn't say where.

The Witness: Yes, sir.

Q. (By Mr. Seyfarth.) Isn't the bench floor on the second floor there?

A. Well, I think I said in my direct testimony previously, then they started to move up into the new building, but while I was there, the bench floor was downstairs, you see. If it is now there or anywhere else, I don't know.

Trial Examiner McCarthy: That is all right.

Q. (By Mr. Seyfarth.) Now, Stanley Zalewa who appears on 13-A, the fifth from the top, you state worked on the iron floor before he was shifted over to the bench floor?

A. Yes, sir.

Q. How long did he work on the iron floor?

A. Not very long. Probably maybe a few weeks or so.

Q. He was a moulder in both places, also?

A. No, sir, he was working there as a helper.

Trial Examiner McCarthy: Working where?

The Witness: On the iron floor.

Q. (By Mr. Seyfarth.) How old a man is Zalewa?

A. If this is Stanley that works on the bench—I know his name is Stanley; I suppose it would be Zalewa—oh, he is a young lad. Not too young, but let's say 22, or something like that, years.

Q. Do you know the circumstances under which he was changed to the bench floor?

A. That I don't know, sir.

Trial Examiner McCarthy: Wouldn't it be the most expeditious way to put your witness on the stand and explain how it happened?

1999 Mr. Seyfarth: Yes, I expect to do that, Mr. Examiner.

Trial Examiner McCarthy: I think we are wasting a little time on this. He has indicated what he thought. It might be entirely groundless.

Q. (By Mr. Seyfarth.) Now, just one more. This man Zenon Petrouski over here on page 15-A.

A. Yes.

Q. He is a man you said ran around the shop there with an independent list getting names signed?

A. Well, that was the name. I knew him under that name, if that is the same party, here see.

Q. Yes. Was he formerly on the iron floor?

A. Not that I know of. I never did mention him in that, in my direct testimony.

Q. What was your complaint about Petrouski; that he was hired after you were and you got laid off before him?

A. You see, my complaint is due to the fact that I am capable or have experience in steel and iron foundries work and the fact that foundries are not divided into so-called departments by sub-divisions of work. Therefore, I feel that if there was a lack of work on my floor, on the grey iron, I have a seniority right and ability to work in another sub-division or line of work or floor; say, the steel floor. That is my contention.

Q. Now when you first came to work for Link Belt 2000 Company, Bozurich, did they have the same sort of lay out in their foundry as when you left?

A. That is right; outside of the fact that after the remodeling was through, then they was beginning to make some sort of rearrangement.

Q. They were putting a sprocket floor up on the second floor; is that right?

A. No.

Q. No; I mean the bench floor up on the second floor.

A. Well, I didn't notice that because I was never on that second floor, you see, after that grand party we had up there, that grand opening, that is all.

Q. But they had the various departments when you began work there as well as having them when you were laid off; is that right?

A. Not the departments to my knowledge, but sub-divisions of work.

Q. You call them sub-divisions of work?

A. Yes.

Q. They had the sub-division of the steel cleaning floor and the sprocket floor and the grey iron floor?

A. That is right, sub-divisions.

Q. Yes.

A. They are known in the foundry as sub-divisions.

Q. As sub-divisions?

2001 A. Yes, sir.

Q. Now, what sort of work do you do best, Bozurich? Are you better at iron moulding, grey iron moulding than anything else? How do you classify yourself; as a grey iron moulder?

A. Well, I can only answer on the basis of my practical experience so far. If I would get a job in the steel foundry

I would work on any type of work that the foreman would order me. Let's say a steel foundry, see.

Q. Yes.

A. Whenever I would get the job, let's say in the grey iron foundry, I was working there to the satisfaction of management in the grey iron foundry. So it just happens so that wherever I do find myself a job, well, wherever the foreman on the moulding floor places me, it is up to him, see, because when you come to the foundry you can't say to the foreman, "Hell, I don't want this work as a moulder; I want this work." You are a moulder and you are considered to be a moulder on the moulding floor. Do the job. It is up to the foreman to assign you the job.

Let's say if the skilled floor moulder would say, "Why, that squeeze, it looks too cheap for me, my ability," and request things like that, or, "I would like to go to a little better class of work;" then it is up to you. He gets the selection.

"I haven't got an opportunity on the iron floor, but 2002 if you want to wait up to that time, well, you can either work on the bench or squeezer machine, to be in the plant, or go home and let me know, come here once in a while, and then on an opportunity I will let you do that work."

See, that is the way it works.

Trial Examiner McCarthy: I think you have covered that.

The Witness: Yes, that is what it is. So I consider myself—wherever I was assigned, I considered myself able to do the work.

Trial Examiner McCarthy: An experienced moulder; does that about sum it up?

The Witness: That is what it is; in steel and grey iron.

Q. (By Mr. Seyfarth.) In any kind of a foundry you are an experienced moulder; no matter what kind of moulding it happened to be, you have the qualifications; is that right?

Trial Examiner McCarthy: He said steel or grey iron. Are there other kinds of foundries?

The Witness: Yes, sir; brass, bronze, aluminum.

Trial Examiner McCarthy: Well, limit that to steel or grey iron.

Mr. Seyfarth: Yes. Will you read the question, Mr. Reporter?

(Question read.)

2003 The Witness: In grey iron and steel foundries.

Q. (By Trial Examiner McCarthy.) The answer is yes?

A. Yes, although I want to add to this this much.

Q. That is enough.

A. There is also known as in the foundry, grey iron and steel foundry, as a loan moulder.

Q. L-o-a-n?

A. Yes.

Q. L-o-n-e?

A. L-o-a-n.

Q. L-o-a-n.

A. This is a very rare case, you see, where this type of moulders. I think there are about—

Q. Indicating that you are not a loan moulder; is that right?

A. I won't classify myself as a qualified, experienced loan moulder.

Q. Everything but loan moulder?

A. But a loan moulder. Those loan men—

Q. I think that is enough.

A. If it is understood what loaning means.

Q. No, I think that is a proper answer to the question. You said you do everything in an iron and steel foundry except loan.

A. Loan moulder, yes.

2004 Q. (By Mr. Seyfarth.) So the situation boils down to this, does it, Bozurich; that while you were working for the Link Belt Company you thought that you were every kind of a moulder and the Link Belt Company thought that you were a floor moulder.

A. That every kind. You meant—

Mr. Reynolds: I object to that question, if the Examiner please, on the ground that it isn't possible to answer a question like that.

Trial Examiner McCarthy: What do you mean; an experienced moulder? Would the word "Experienced" cover this man's qualifications?

Mr. Seyfarth: What he thought.

Trial Examiner McCarthy: I think we are kind of cutting hairs.

The Witness: That is what it is.

Trial Examiner McCarthy: You will have to get on to another subject.

Mr. Reynolds: What the company thought is not within his knowledge.

Mr. Seyfarth: That is all.

Mr. Reynolds: No further questions.

Trial Examiner McCarthy: Any questions, Mr. Wham?

Mr. Wham: No.

(Witness excused.)

2005 HARRY JOHNSON, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Are you the same Mr. Harry Johnson who testified here before?

A. I am.

Q. Mr. Johnson, at the time you were laid off or discharged I believe you testified that there were two men that you considered as having less seniority than you.

A. There were three men.

Q. Three men?

Trial Examiner McCarthy: Eddie, Pete and Harold McCafferty.

The Witness: That is right.

Q. (By Mr. Reynolds.) Now, where did these three men work before they came into that department?

A. Well, Eddie was hired in that department, but Harold McCafferty and Pete—Harold McCafferty came from the shipping room, and Pete came from the planning room.

Trial Examiner McCarthy: Or the office?

The Witness: The office, planning room office.

Q. (By Mr. Reynolds.) Now, was any explanation of the company's seniority policy given to you at any time?

2006 A. Well, yes. When I was laid off or discharged, that same evening the night boss, the night foreman of the machine shop, Pete Schwan, came to me and told me I was to be laid off that night, and I asked him about the seniority policy. I explained to him that I had been there longer than these three men on days, and he said, well, they came from different departments in the plant; they had been hired before me. So I said, "I thought it was going according to departments," and he said, "No, it goes according to the day you were hired."

Q. Now, didn't you say that one man was hired after you were?

A. Yes.

Q. Had he worked for the company before that time?

A. No, he hadn't. This Eddie hadn't worked for the company before to my knowledge. He didn't give any explanation of that.

Trial Examiner McCarthy: That is not in that exhibit. It is the machine shop?

Mr. Seyfarth: Boring mill department. It is entitled "D M H."

Mr. Reynolds: Which page is it, do you know?

Trial Examiner McCarthy: The last one. That is not in the foundry.

Mr. Seyfarth: That is not in the foundry.

2007 The Witness: That is the machine shop.

Mr. Reynolds: Is that 19-A?

Mr. Seyfarth: No, 19-A is the pattern shop. This was put in as a separate exhibit.

Mr. Reynolds: I just want to get that Eddie identified a little more.

Mr. Seyfarth: It is Respondent's Exhibit 25 for identification. Would you like to see my copy?

Mr. Reynolds: Yes. I think I have one, but I can't locate it.

Q. (By Mr. Reynolds.) Now, will you look in that list and see if you can find the Eddie that you have reference to?

A. I think it is this Eddie, E. Behounek.

Q. Behounek?

A. Behounek, I think that is the one. I am not positive as to that.

Q. He is a man that is described as being injured?

A. Injured, yes. I remember that.

Q. Well, could he perform his work at the time you were laid off or discharged? Was Behounek working at that time?

A. I am not sure. I think he was off on account of an injury to his eye at that time.

Q. But you know that he did come back to work after that?

A. I understand he is back there.

Q. Do you know what he did prior to the time he
2008 started working for Link Belt?

A. No, I don't think so. From what he told me, he said he had worked in another machine shop somewhere.

Trial Examiner McCarthy: That is not material.

Q. (By Mr. Reynolds.) Now, had you worked on any other jobs in this department besides the small mill?

A. I worked on large boring mill.

Q. The large boring mill?

A. The large mill.

Q. Had you worked on any other job in there?

A. I worked on all the jobs in the small mills, I worked on the roller machine.

Trial Examiner McCarthy: That is not classified here.

Mr. Reynolds: Roller machine.

The Witness: That is in "D M H."

Trial Examiner McCarthy: Will you show him that exhibit?

Mr. Reynolds: Yes, I will.

Q. (By Mr. Reynolds.) Who does the rolling machine work now, do you know?

A. Well, the last I knew it was Ed Blewett, I think. Let's see if that is right. I don't see that here.

Q. Now, what is the fact about whether men in this boring mill department are transferred about to different jobs from time to time?

A. Well, you get all the different jobs on the same machine, if the machine is large enough to handle that job. If the job is too big, it is sent to the larger boring mill.

Mr. Reynolds: I believe that is all.

Mr. Seyfarth: No cross.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Reynolds: Board rests.

Mr. Wham: I would like to put on Mr. Linde again for a question or so.

Mr. Linde.

GEORGE LINDE, a witness recalled by and on behalf of the Intervener, Independent Union of Craftsmen, being previously duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Wham.) Your name is George Linde?

A. Yes, sir.

Q. And you testified here before, didn't you?

A. Yes, sir.

Q. Do you know how many employees of the Link Belt Company has been laid off since April, 1937?

Trial Examiner McCarthy: How would this witness know? Is he testifying as a respondent's witness or 2010 for the Independent Union?

Mr. Wham: For the Independent.

Q. (By Trial Examiner McCarthy.) Are you in a position to know?

A. Just from the testimony that was given here.

Trial Examiner McCarthy: Well, that answers it. If he knows of his own knowledge and it is part of his work, that is one thing.

Q. (By Mr. Wham.) Well, isn't it general knowledge out there?

A. It is general knowledge, yes, sir.

Q. (By Trial Examiner McCarthy.) There has been a lay off?

A. Yes, from the lay off—I happen to know that when we organized out there, the approximate numbers, and the approximate number that has been laid off; but the exact number—

Q. What work do you do in the plant?

A. I am in the planning room.

Q. You have nothing to do with employment?

A. No, sir.

Trial Examiner McCarthy: Well, Mr. Staskey can give that information much more accurately, I think, if you want to bring that out.

The Witness: It was given here in the testimony.

Trial Examiner McCarthy: Well, it is in the record 2011 then and it doesn't need to be repeated.

Q. (By Mr. Wham.) Well, isn't it the fact that there has been around 250 laid off since the middle of August

A. Yes, sir.

Q. (By Trial Examiner McCarthy.) You know that only by hearsay?

A. Yes, sir.

Trial Examiner McCarthy: Strike that, Mr. Reporter.

Q. (By Mr. Wham.) Do you know what part of this 250 that has been laid off belong to the Independent Union?

A. Yes, sir.

Q. What number?

A. According to the secretary of Local No. 1, he gave me the information that 198 of the total number laid off

belonged—were members of the Independent Union of Craftsmen.

Q. Do you know how many that leaves out there eligible to belong to the Independent Union?

A. Well, with the approximate lay offs that would leave around between 700 and 725 that were eligible to be members.

Trial Examiner McCarthy: That is, eligible now?

Mr. Wham: Yes.

Mr. Reynolds: That are not members that are eligible, you mean?

Mr. Wham: No, including those who are members.

Mr. Reynolds: That is meaningless.

2012 Mr. Wham: What is that?

Mr. Reynolds: I don't see any purpose to that.

Trial Examiner McCarthy: You may proceed.

Q. (By Mr. Wham.) At the time you came to my office, April 17, 1937,—that was on a Saturday—was anything said about the shop union at that time?

A. Yes, sir. You explained to us—you asked us first if there was any kind of a set-up of any kind, and we explained to you that which had been in existence there for a year and a half or so, two years.

Trial Examiner McCarthy: You are referring to the Employees' Board?

The Witness: To that Employees' Representation Board.

Q. (By Mr. Wham.) And did I give you any advice at that time?

A. Yes, sir. You said that since the confirmation of the legality of the Wagner Act, that the Board was null and void and had no meaning whatsoever; we should—

Q. Did I give you any advice in connection with it?

A. You told us that we should have it abolished formally, because it was meaningless.

Q. Did you impart that information to any members of the Employees' Board?

A. Yes, I did. We got together on the following Sunday afternoon, and in our discussion—

2013 Q. You mean the next day?

A. The next day, yes. It was Sunday. We got talking ways and means and I mentioned to Mr. Froling who was in that group, I said, "Ray, by the way, Mr. Wham told us that this board has no meaning or anything and you ought to close its books."

And he said, "I will call a meeting tomorrow—" that was on a Monday "—to do so."

Mr. Wham: That is all.

Mr. Seyfarth: No cross.

Mr. Reynolds: No cross.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Trial Examiner McCarthy: We will take a five minute recess.

(A short recess was taken.)

WILLIAM PETERS, a witness recalled by and on behalf of the Respondent, Link Belt Company, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) What is your name?

A. William Peters.

Trial Examiner McCarthy: He has already been sworn.

Mr. Seyfarth: Yes.

2014 Q. (By Mr. Seyfarth.) You testified here previously, Mr. Peters, did you not?

A. Yes, sir.

Mr. Seyfarth: Will you mark this chart Respondent's Exhibit 30 for identification?

(Thereupon, the document above referred to was marked as Respondent's Exhibit No. 30 for identification.)

Mr. Seyfarth: Will you mark this exhibit, entitled "Mike Karbol," Respondent's Exhibit 31 for identification; and this exhibit, entitled, "Nick Cumorich," Respondent's Exhibit 32 for identification?

(Thereupon, the documents above referred to were marked as Respondent's Exhibits Nos. 31 and 32, respectively, for identification.)

Q. (By Mr. Seyfarth.) Showing you Respondent's Exhibit 30 for identification, Mr. Peters, will you state just in a few words what that chart represents?

A. That is the—

Trial Examiner McCarthy: Just a minute. Will you show it to the other counsel and then go on with the testimony?

Mr. Seyfarth: Yes.

Trial Examiner McCarthy: Proceed.

Q. (By Mr. Seyfarth.) What is it, Mr. Peters?

A. I spoke about manits, and this is the chart that
2015 the Haynes Corporation set up on cleaning and grinding times in our foundry for a bonus payment plan.

Q. It set forth the manits required in certain jobs; is that it, Mr. Peters?

A. Yes. The jobs are classified.

Trial Examiner McCarthy: May I see it?

Q. (By Mr. Seyfarth.) You have used that Chart, have you, on many occasions?

A. Yes, we use it right along.

Q. Now, have you found it true and correct in determining manits?

A. Yes.

Q. Will you tell in just a few words what Respondent's Exhibit 31 for identification is?

A. Well, this is a sort of a recap sheet that you asked me to make up.

Q. Who is it on?

A. It is on Mike Karbol in comparison with Mike Karbol and about five other men doing the same class of work.

Q. Will you tell us what Respondent's Exhibit 32 is?

A. This is a recap on Nick Cumorich.

Q. Referring to Respondent's Exhibit 31, will you tell the manit loss on Mike Karbol?

Trial Examiner McCarthy: How do you spell that?

Mr. Seyfarth: M-a-n-i-t. It means man minutes.
2016 Isn't that right, Mr. Berry?

Mr. Berry: Yes.

The Witness: Just the loss?

Q. (By Mr. Seyfarth.) Yes, list the losses.

A. \$43.34.

Q. On a total of how much?

A. On a total of \$115.89 worth of work.

Trial Examiner McCarthy: One hundred and fifteen dollars?

The Witness: Yes, sir, and 89 cents.

Q. (By Mr. Seyfarth.) Now, in comparison with the other men in that department will you state what is the fact regarding the manits? Was there a loss or a gain?

A. Well, there was a gain.

Q. Of how much?

A. A gain of about 28 per cent.

Q. And what was the percentage loss in Karbol's case?

A. 37 per cent.

Trial Examiner McCarthy: 37?

The Witness: Yes.

Trial Examiner McCarthy: Let me look at that.

The Witness: Yes, sir.

Q. (By Mr. Seyfarth.) Will you explain in just a few words what the situation was regarding Nick Cumorich?

A. Well, Nick Cumorich was hired as a chipper 2017 and grinder, but we put him on as a laborer until we had an opportunity for him to go at his trade or occupation. When the opportunity arose we put him on as a chipper—or a grinder, rather.

Q. Speak loudly.

What does your recap on manits show?

A. On manits. Well, a 47 per cent loss.

Mr. Seyfarth: 47 per cent loss. You may cross examine. I presume you want those exhibits?

Cross-Examination.

Q. (By Mr. Reynolds.) Now, how do you know that the four or five men that you compared with Mike Karbol did the same kind of work he did?

A. By the time cards.

Q. It is a fact, however, is it not, that the work these men are assigned depends upon the wishes of the foreman?

A. It depends upon the wishes of the foreman? Naturally, to a certain extent.

Q. And the foreman can give them clean castings or dirty castings to work on as he desires?

A. He could if he wanted to, if he was that kind of a foreman.

Q. (By Trial Examiner McCarthy.) How many other men were used in the comparison with Mike Karbol?

A. I think it was five. And there is no comparison 2018 on Cumorich. I couldn't find any.

Q. (By Mr. Reynolds.) How many other men were there in there that might have been compared with him?

A. Not very many. Let's see.

Q. (By Trial Examiner McCarthy.) This is his loss as a grinder—

A. Yes, sir.

Q. —and chipper?

A. No, I don't think there is any grinding or any chipping in there. There might be. I doubt it very much.

Q. (By Mr. Reynolds.) How many other men would you estimate there were that no figures were taken from?

A. I doubt if there was over two. These five men are not the same men. They are taken from the entire group. I didn't check the number of the men they were taken on. I was taking a guess at it. But they were taken from the entire group of men in there.

Q. Do you happen to know what the fact is with regard to the rate of pay that these different men receive? How did Mike Karbol's rate of pay compare with the others?

A. Well, in some cases it was the same, and in some cases a little bit higher. Some of the men that I have taken rates off was about the same as Karbol, and some of them may have made 5 or 6 cents an hour more.

Q. Karbol was on a piece rate?

2019 Q. (By Trial Examiner McCarthy.) Five cents an hour is about a 10 per cent difference, though, isn't it?

A. Yes, sir.

Q. So in that respect on Karbol, instead of a loss of 37, it might get down to around 25 per cent, on that basis? In other words, you apparently are comparing unequal things; isn't that correct?

A. Well, no.

Q. Would you mind explaining this exhibit a little more fully? "Time taken."

A. This is the time taken.

Q. This is Mike Karbol?

A. Yes.

Q. I notice the hours for Mike Karbol, you have 289.

A. 289½ hours.

Q. So that was the hours taken?

A. Yes.

Q. You allow him 210?

A. 210 hours.

Q. Here you allow these fellows 256 hours at 55.

A. Yes.

Q. What is the difference there?

A. Well, this is the amount of time taken or rate on the job, and this here is the rate on the job.

2020 Q. Would it be possible to compare the same rates? You see, it is pretty difficult for a man who isn't familiar with the foundry business.

A. Yes, I understand. It is.

Q. Well, in other words, that exhibit doesn't exactly with precision reflect Mike Karbol's capacity with the five other men then, does it?

I can see if you allow six men the same number of hours to do the same kind of work and Mike falls down in that—I can see that comparison; but when you allowed Mike on his kind of work 210 hours and you allowed five men you compared him with 256 hours, it is not clear to the Examiner.

A. Well, it may be that there was more jobs taken into consideration here than here. That might be.

Mr. Seyfarth: Mr. Witness, is that just an average? It doesn't represent just exactly how much work was done? There might have been more pieces of work to do in that period; isn't that right?

The Witness: Oh, yes, yes.

Trial Examiner McCarthy: How does that work?

Mr. Seyfarth: So the all over average is the same, isn't it?

The Witness: Yes. You see, on these jobs there the men may have—

Trial Examiner McCarthy: Keep your voice up so that the reporter can hear.

2021 The Witness: O. K. (Continuing.) — ten or fifteen pieces on a ticket, and the next man may only have one piece, and the next man have five pieces.

Examination by the Chair.

Q. (By Trial Examiner McCarthy.) Couldn't you get an illustration of where Mike would have ten pieces or manits and another man would have ten pieces or manits?

A. That is pretty hard to do.

Q. Well, maybe a small variation.

A. We have some here.

Q. Where does the average come in here? Respondent's counsel referred to the average. Where does the average come in on this particular exhibit?

What you have to bear in mind is the fellows who review this record, read this record. To you perhaps, it is very clear, but to a man who is not familiar with rate making in a foundry, you will have to go into rather extensive detail.

Where is the average in there that you speak of? It works out on an average, as I understand counsel to say.

A. Well, in some of these cases—

Q. Now you are referring to the allowed time of 210?

A. 210 minutes.

Q. Or hours?

A. Yes.

2022 Q. Hours. All right.

A. In some cases there may be one or two jobs in there, maybe three jobs that he has made money on; that is, he has made his bonus. Do you follow that?

Q. Counsel for the respondent said that on an average that would work out. Will you show me how it works out on an average by citing for the record just where the average is in that exhibit?

A. The average worked out?

Q. Put it this way. Why is that exhibit a fair comparison of Mike Karbol's work with the five other men with whom you were comparing him?

A. Because they were doing almost identical work.

Q. The number of pieces the same?

A. No, not the number of pieces. It would be hard to get a comparison on the number of pieces, because in almost any job in a foundry, there may be one piece or ten pieces. It is awful hard to get two jobs of ten pieces alike.

Mr. Seyfarth: There are approximately 60,000 patterns that they have there, Mr. Examiner. It is not necessarily the number of pieces that are worked on, because according to the chart each particular piece is rated differently. Isn't that right, Mr. Berry?

Mr. Berry: Yes.

Trial Examiner McCarthy: These are Haynes
2023 Corporation rates?

Mr. Berry: Haynes, yes.

Q. (By Mr. Reynolds.) There are different piece work rates too, aren't there, on different jobs?

A. Different piece work rates?

Q. Yes.

A. Naturally, depending on the job.

Q. Well, are all the piece work rates identical in that exhibit?

A. I have got them divided in manits, piece work and day work.

Q. Were the rates that were applied to these other five men identical to those that Mike Karbol worked under?

A. Practically so.

Q. Practically; but what is there to show?

A. There may be two-tenths of a per cent different.

Q. (By Trial Examiner McCarthy.) That wouldn't be enough to vary the accuracy of the exhibit?

A. Not the accuracy, no, sir.

Q. Will you tell us just how you prepared that exhibit? Perhaps that will elucidate it.

A. Well, I have taken all the time that I could find on Mike Karbol.

Q. How much time did you take; one night's or one week's or one month's?

2024 A. No, it is a period of between six and eight months.

Q. Yes.

A. And then I have gone back and tried to obtain a like job that was done by other men.

Mr. Seyfarth: By how many other men, Mr. Peters?

The Witness: Maybe five or six. I don't recall.

Mr. Seyfarth: Yes.

The Witness: They were scattered throughout the plant.

Mr. Seyfarth: During the same period that you took Mike Karbol's?

The Witness: Yes.

Q. (By Trial Examiner McCarthy.) The same length of time. The same period wouldn't have any bearing, but the same length of time.

A. Yes, the same length of time and the same period; I tried to get both of them.

Q. Then what did you do?

A. I took my time cards and took these figures.

Q. Have you got a time card here?

A. Yes, sir.

Q. What does that time card show? Just explain for the record.

A. All right. The order number, the item number, the number of pieces, and the general description of the casting, the routing.

2025 Q. Just give the items that bear on this.

A. Bear on this case?

Q. On this rate.

A. You see, the number of pieces finished and the rate and the man number.

Q. Is that rate paid by the piece?

A. Yes, sir. And the time taken.

Q. Time required for him to fill that?

A. No; the time taken. The time it would take him to perform it.

Trial Examiner McCarthy: Do that job.

Did you get that, Mr. Reporter?

(Answer read.)

The Witness: Yes.

Trial Examiner McCarthy: You will have to speak so the reporter can hear you.

Would it be possible to attach that time card right to the exhibit?

The Witness: Yes, sir.

Mr. Seyfarth: Mr. Examiner, I believe it might be convenient at this time to withdraw—well, it won't be necessary to withdraw. I just won't offer into evidence all of those time cards because it would clutter the record, but if you will take one of those here and attach it to those recaps, I think that would suffice.

2026 The Witness: Do you want one for each man?

Trial Examiner McCarthy: No, one will be enough, and we will know from the record that the same illustration applies to both cases.

Q. (By Trial Examiner McCarthy.) Well, have you explained how that exhibit has been constructed? Now, with this before me, with the time card in front of us, what happened?

A. This is the piece work here. This is 1242, Mike Karbol. He has finished eight pieces with the rate of ten cents and seven mills, which make 85 cents and 6 mills; and he has taken three hours and a half to complete it.

Q. Yes.

A. So I have taken this figure here—

Q. Well, recite the figures for the record.

A. I thought I did.

Q. Yes, but you are just pointing to it now. Read it into the record.

A. Eight pieces at ten cents and seven mills apiece. It gives you a total of 85.6 cents; and then as time, three and a half hours.

Q. Shown on the reverse side?

A. Shown on the reverse side.

Q. Then what do you do?

A. That is his time to complete the job.

Q. That particular job?

2027 A. Yes, sir.

Q. Now, you took jobs of this character over a period of six to eight weeks?

A. Yes, sir.

Q. And you totalled the figures?

A. Yes, sir.

Q. Where does that total show up on this exhibit?

A. This here (indicating).

Q. Under piece work?

A. Piece work.

Q. What is the number?

A. Right here. This is what he was paid, and these are his piece work rates.

Q. He was paid \$81.19?

A. Yes.

Q. And his piece work rate was—

A. \$41.34.

Q. Resulting in a loss to the respondent of \$39.86?

A. Yes.

Q. You better explain this (indicating).

A. That gives you a 96 per cent loss here, and a 37 per cent loss on the manits.

Q. A 37 per cent loss on your manits?

A. Yes, sir.

Q. Will you define for the record what manit is?
2028 M-a-n-i-t.

A. A manit is nothing more or less than a minute. It is a trade name used by the Haynes Corporation on their bonus plan.

Q. Now, going back to Respondent's Exhibit 31, will you explain just how the manits were applied?

A. Total time taken on the jobs.

Q. Over this six to eight week period?

A. Over this six to eight week period. I figured it all up and it made a total of 289½ hours, and I used a rate of 55 cents.

Q. Where did you get that rate?

A. That's about his average rate. It won't make any difference, your percentages remain the same so long as you use the same rate. Which gave me a total of \$159.23.

Q. For the manits—

A. For the manits.

Q. —that it took Mike Karbol to perform those jobs in that six or eight week period?

A. Yes. And then his allowed time was 210.7 hours, which, at 55 cents an hour, would give you \$115.89; making a loss of \$43.34.

Q. For the six or eight week period?

A. Yes, sir.

Q. Now, was there an out of pocket loss to the respondent—

2029 A. No, sir.

Q. —except the item of overhead? I think that was discussed here.

Actually there was no out of pocket loss on that man in the sense that you paid cash for something that you didn't receive?

A. Well, naturally we lost. If a job was rated at a certain rate and the man don't make his rate, somebody loses.

Q. There is an intangible loss in there?

A. Yes, sir.

Q. But the tangible out of pocket loss did not occur?

A. Well, that is hard for me to say.

Trial Examiner McCarthy: Well, I think that is clarified.

I am sorry to have gone into it in a little more detail, but if those things aren't clear, when you come to try to express it it makes it rather difficult unless you have gone into it like an expert, like you are.

Cross-Examination (Continued).

Q. (By Mr. Reynolds.) Were these other five people besides Mike Karbol night chippers?

A. I don't think any of them worked nights. I doubt it very much.

2030 Q. Isn't it a fact that the night chippers get dirtier work than the day chippers as a general rule?

A. No.

Q. Will you explain the different rates of pay that the chippers receive? There is a flat rate, is there not, on all piecework?

Trial Examiner McCarthy: Will that show up in this exhibit, Respondent's Exhibit 30? Is that the rates?

The Witness: No, these here are nothing more than the manits per hundredweight for the job.

Can I have that question again?

Mr. Reynolds: Will you read it?

(Question read.)

The Witness: I don't understand just what you mean by a flat rate.

Trial Examiner McCarthy: Minimum rate.

Mr. Reynolds: Guaranteed rate.

Q. (By Trial Examiner McCarthy.) Is there a guaranteed rate?

A. A guaranteed rate?

Mr. Reynolds: Yes, sir.

Trial Examiner McCarthy: Can you answer that yes or no, and then explain it?

The Witness: There is a guaranteed rate on manit rating.

2031 Trial Examiner McCarthy: I wonder if you can answer that yes or no and then explain what you mean by the answer?

The Witness: Well, there is no guaranteed rate on piecework, so one is—

Trial Examiner McCarthy: One of the foreman here, I think, testified that there was.

The Witness: Not that I know of.

Trial Examiner McCarthy: Mike McKinney said there was a guaranteed minimum, or Ed McKinney. Mike was paid on piecework and guaranteed a minimum.

The Witness: He always did. I never docked him on piecework.

Mr. Seyfarth: I think they are always guaranteed their hourly rate.

Q. (By Trial Examiner McCarthy.) Well, where does the hourly rate show up on the piece work?

A. This 55 cents here.

Q. That is his hourly rate?

A. Yes. It fluctuated, and I used this as a basis for figuring these.

Q. You used the 55 cents?

A. That is about it.

Q. Does that show up on the time card?

A. I don't think it does. Some of them it does.

Q. (By Mr. Reynolds.) Now, Mr. Peters, refer-
2032 ring to these figures down here 1.02—1.02 is scratched out and over here is 1.07. What is the meaning of those two figures?

A. Well, there is a raise went in there, and we changed it and put the raise in here; scratched this out and put the raise in there.

Q. Is that \$1.07?

A. That is 10 cents and 7 mills.

Q. 10 cents and 7 mills. And that is what? What is the 10 cents and 7 mills?

A. That is the rate per casting.

Q. Rate per casting.

Then what is the guaranteed hourly rate?

A. Well, if there was a guaranteed hourly rate, it is his day rate.

Q. What is his day rate then?

A. It may run between—

Q. (By Trial Examiner McCarthy.) Well, can you specify that a little more exactly? Would it show up on that time card?

A. No, it isn't on that time card. I think this man's rate at that time was 56 cents an hour.

Q. Does that show on the time card?

A. It does not show on the time card. I was going through the cards to see if I can find it.

Mr. Seyfarth: Is that rate contained in the company's records, Mr. Peters?

2033 The Witness: Yes, sir.

Q. (By Mr. Reynolds.) Now, is there any way of telling from your records whether there was any difference between the daily rate of Mike Karbol and the daily rate of those you compared him against?

A. I didn't make any such comparison, but they are all in here.

Q. But you said the daily rate didn't show, didn't you, on those cards, labor cards?

A. I mean by man number.

Mr. Reynolds: I see.

Q. (By Trial Examiner McCarthy.) Does the man know what his rate is?

A. Yes, sir.

Q. When is he advised of that; each day or each week or when he is hired?

A. When he is hired.

Q. "We will pay you so much"?

A. So much an hour.

Q. So much an hour?

A. Yes.

Q. Does that apply when he is on piecework?

A. Well, on piecework he has his piecework rate on his card which tells him how much the job pays.

Q. (By Mr. Reynolds.) Now, you have a comparison there for Cumorich as well as Karbol; isn't that right?

A. Yes.

Q. Now, with whom was Cumorich compared, the same five men?

A. I didn't compare Cumorich. I had no comparison to make on Cumorich.

Q. I see. He didn't work regularly on one job; is that the reason?

A. He wasn't on that job very long, for one thing. Just as I explained before, he was hired as a chipper and grinder, and we didn't have room for him as a chipper and grinder, so we thought we would hold onto him and when the occasion arose we might give him a chance at grinding.

Q. So he was primarily a laborer?

A. No, sir, he was hired as a chipper and grinder.

Q. (By Trial Examiner McCarthy.) But you never used him as a chipper and grinder; you used him as a laborer, isn't that correct?

A. Yes, up until that time we didn't have any opportunity to use him.

Q. (By Mr. Reynolds.) What do you think he was? Was he a laborer or was he a chipper and grinder?

A. You asked my personal opinion?

Mr. Reynolds: Yes.

Trial Examiner McCarthy: Well, if you don't know, that is all right.

The Witness: From the extent of his time cards, I don't think he was a grinder.

Q. (By Mr. Reynolds.) Well, he must have been a laborer, then, wasn't he?

A. What?

Q. He must have been a laborer.

A. But he was hired as a chipper and grinder.

Q. But if he didn't do that work he wasn't a grinder, was he?

Trial Examiner McCarthy: He has testified here on the stand, Mr. Peters, that he pushed sand.

Mr. Reynolds: Broke up scrap.

Trial Examiner McCarthy: Broke up scrap and he did a laborer's job.

The Witness: Yes.

Q. (By Trial Examiner McCarthy.) And I think he stated when he was asked at the beginning of his testimony what his job was, he said laborer.

A. Yes, he was laboring, just as I said, waiting.

Q. You said he was hired as a chipper and grinder.

A. Chipper and grinder, yes.

Trial Examiner McCarthy: Well, I hope we can make

out from these exhibits what you intend to convey on them.

The Witness: I hope so.

2036 Mr. Reynolds: I believe that is all.

Mr. Seyfarth: That is all.

(Witness excused.)

Mr. Seyfarth: Mr. Skeets, please.

FRED B. SKEETS, a witness recalled by and on behalf of the Respondent, Link Belt Company, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Seyfarth.) You are the same Mr. Skeets that testified here previously?

A. Yes, sir.

Q. By the way Mr. Skeets, is there a guaranteed day rate on these chipping and grinding jobs?

A. Yes, sir. There is a flat day rate that the men are hired under, or the rate they may be carrying.

Q. Now, if a man's day rate is lower, it gives him more of an opportunity to make the bonus on his piece-work, doesn't it?

A. He would have an opportunity to make a greater bonus than somebody with a higher rate.

Q. So it balances itself out in the long run, doesn't it?

A. Yes, sir.

Q. Now, calling your attention to Fred Meyer on the sprocket floor, Exhibit 12-A; he was hired as you 2037-will notice on 12-3-36. Where did he first work, Mr. Skeets, if you know?

A. When Fred Meyer was hired he had just been discharged from the army. He told me that he would like to get in the foundry business, or the moulding business, and I hired him as a laborer and put him on the iron floor. After working a few months as a helper or laborer on the iron floor, an opportunity arose where we were running high on sprocket business, and we transferred him to the sprocket department and broke him in as a sprocket moulder, and he has been a sprocket moulder for the last several months.

Q. Now, how long was he on the iron floor?

A. Oh, I should say about three or four months.

Q. Has he been doing moulding ever since?

A. Yes, sir.

Q. Is he a pretty good moulder, Mr. Skeets?

A. You generally rate a moulder by the scrap he makes; and his scrap is low.

Q. Now, do you know C. Ram who appears fifth from the top on Exhibit 12-A?

A. Yes, sir.

Q. Where did he start in at?

A. Charlie Ram started in as a laborer on the steel cleaning room. He worked on the annealing ovens.

Q. Did he ever start in on the iron floor?

A. No, sir, he never worked on the iron floor.

2038 Q. How long was he on the steel cleaning floor?

A. Well, he was down there—I just don't remember how long. Maybe five, six months. Probably longer than that.

Q. Did he, like Larson, request a change?

A. Yes.

Q. Did you have an opportunity at that time to put him on the sprocket floor?

A. He asked particularly to be. He said that he thought he was capable of learning the business and had been probably talking with some of the fellows on the floor that told him they had a lot of work ahead of them, and he asked if he could be transferred onto the sprocket floor, and he would like to learn the business, and I transferred him.

At that time you just couldn't hire or buy moulders. They weren't on the market, and we had to make them, and the same condition would exist today if the industry was busy.

Q. Now, turning to page 13-A, or rather Exhibit 13-A; you will notice Stanley Zalewa, fifth from the top.

A. Yes, sir.

Q. Did he ever work on the iron floor?

A. Yes, sir, he started in as a laborer.

Q. About when did he start as a laborer?

A. Well, this date of 7-7 is when he started as a laborer.

Q. And how long did he work as a laborer on the iron floor?

2039 A. Oh, three, four, five months probably.

Q. Did he request a change?

A. Yes, sir.

Q. You then transferred him over to the bench floor; is that right?

A. Yes, sir.

Q. How is he doing over there on the bench floor?

A. The work that he is making, he is getting along very well.

Q. Now, calling your attention to Joe Thomas, the seventh from the top on the bench floor.

A. Yes, sir.

Q. Where did he start working?

A. He started in as a laborer on the floor, iron floor.

Q. How long did he work as a laborer on the iron floor?

A. We generally keep these fellows—we had a point in mind that we had to build up our moulding crew. We were busy, we were working overtime. And with three or four months around the foundry, a man gets a great deal of experience, and when he applies for an opportunity to go into one of the departments as a moulder, we will shift him in there and start working on him.

Q. I notice that these changes from the iron floor were made, oh, in the latter part of 1936; from the middle to the latter part of 1936. Is that when your business was 2040 exceptionally good?

A. Yes, sir, we were working overtime.

Q. What is the fact with reference to whether or not you were starting a good number of these fellows as laborers over on the iron floor?

A. We practically start most of the laborers that we hire on the iron floor, because there is a great deal of work to be done there, a lot of cleaning up. It is the center bay of the shop. The furnaces are located in that section, and that is where we generally start our laborers, and as we move laborers out, we move them from there.

Q. Now, calling your attention to Exhibit 14-A. Bozurich testified that some of those fellows down there as machine molders hardly knew how to handle a sand shovel. What is the fact about that? What kind of men are there as machine molders there in that department? Have you got anybody that is not efficient to your knowledge?

A. "Bill Splits" is the foreman of that department, and I think he is very efficient, capable of developing some very good moulders. Some of these men have been down there since 1920.

Q. Is he rather exacting in his relations with the men?

A. Yes, sir.

Q. Now, calling your attention to Exhibit 15-A, the fourth from the top of the floor molders, Zenon Petrouski.

2041 A. Yes, sir.

Q. He has been characterized as a young man. Do you know whether or not he is married?

A. Yes, sir, he is married and has a child, and just shortly before I had to lay him off for shortage of work he came to me and wanted to know if the company could make another loan to him; that he expected a second one. So he is not such a boy.

Q. It has been rather difficult to lay off some of these fellows, hasn't it, Mr. Skeets?

A. It is the hardest job I have ever had.

Q. Now, in connection with these transfers from the grey iron floor to the various moulding jobs in the other departments, were any of them made because any of the transferees had any particular union affiliations of any kind?

A. Absolutely not.

Q. I notice that some of them, as I stated, were made in the middle or the latter part of 1936. At that time was there any reason for any particular union affiliates there as far as you know?

A. No, sir.

Mr. Seyfarth: Cross-examine. By the way, one more question, Mr. Reynolds.

Q. (By Mr. Seyfarth.) Did the night chippers get dirtier work, shall we say, than the day chippers?

2042 A. I should say that there was no difference. All foundries have dirty castings, and we hate like hell to have those things.

In my opinion the dirtiness of a casting is probably more responsible to the method of pouring and the condition of the sand than it is the skill of the moulder, and work which would be left over for the night chippers to do or the night crew had probably had more time to be tumbled in the tumbling barrels, and probably would be in a better condition than those for the day chippers.

Mr. Seyfarth: Cross-examine.

Cross-Examination.

Q. (By Mr. Reynolds.) Why didn't you start some of these iron floor laborers who came to you and asked to be transferred, to be made moulders—why didn't you start them in as moulders on the iron floor?

A. Well, at that particular time we did not have the place to work them. We were very busy and the space was

cramped. It is better to have a little experience on the other floors. Take on the bench floor or sprocket floor, the work is probably not as hard to learn to start with.

Q. Now, didn't Mr. Bozurich at the time you laid him off request a change to one of the other moulding floors?

A. No, sir.

Q. Didn't he ask you why some of those men were 2043 left there and he was laid off?

A. No, sir, he did not.

Q. You didn't ask him whether he wanted to work on one of the other floors, did you?

A. No, I didn't.

Mr. Reynolds: That is all.

Trial Examiner McCarthy: That is all.

(Witness excused.)

Mr. Seyfarth: I would like now to offer in evidence, if it pleases the Examiner, Respondent's Exhibits 1 to 20, both inclusive, and for the purposes of the record I would like to state that Respondent's Exhibits 21, 22 and 23 are various packs of labor cards which are rather bulky, and I am not going to offer them in evidence.

Trial Examiner McCarthy: Are those the exhibits referred to by Mr. Peters?

Mr. Seyfarth: By Mr. Peters. And instead I would like to identify the one labor card which is attached to the two exhibits as Respondent's Exhibit 33 for identification.

Trial Examiner McCarthy: What is that?

Mr. Seyfarth: Respondent's Exhibit 33 for identification will be the one labor card.

Trial Examiner McCarthy: Well, you have already got them under 21, 22 and 23.

Mr. Seyfarth: I am not going to offer them in evidence, you see.

Trial Examiner McCarthy: Well, just a minute. What number are you giving this?

Mr. Seyfarth: I am giving the card here Respondent's Exhibit No. 33.

Trial Examiner McCarthy: And it is already in evidence as 21, isn't it?

Mr. Seyfarth: I haven't offered it.

Trial Examiner McCarthy: Well, offered or not, is it in?

Mr. Seyfarth: No, it is not in.

Mr. Price: He is not going to offer 21, 22 and 23. That is this bunch of cards that we originally marked.

Trial Examiner McCarthy: Well, our procedure is much more simple than that. If reference is made to an exhibit,

we put it in the record; and I know it is contrary to the usual practice in identification, but we ordinarily don't do it.

Well, go ahead. That is No. 33 then.

Mr. Seyfarth: That is right.

(Thereupon the document above referred to was marked as Respondent's Exhibit No. 33 for identification.)

Mr. Seyfarth: And I also offer in evidence as Respondent's Exhibits 24 to 33, both inclusive, May 2045 the exhibits be received in evidence?

Trial Examiner McCarthy: They will be received. (Thereupon the documents above referred to heretofore marked for identification as RESPONDENT'S EXHIBITS 1 TO 20, both inclusive, and 24 TO 33, both inclusive, were received in evidence.)

Trial Examiner McCarthy: What are the exhibits from 4 to 20? May I see those exhibits, please? Who testified on these summaries, Mr. Seyfarth?

Mr. Seyfarth: Which summaries?

Trial Examiner McCarthy: From 4 to 20.

Mr. Seyfarth: Mr. Skeets testified as to those.

Trial Examiner McCarthy: Those are the ones he quoted from his notebook?

Mr. Seyfarth: No. That represented a dropoff of the foundry tonnage production.

Trial Examiner McCarthy: All right, they will be received.

Are you introducing the blueprint?

Mr. Seyfarth: Yes.

Trial Examiner McCarthy: It is in for identification.

Mr. Seyfarth: It is in for identification as No. 1.

Trial Examiner McCarthy: It will be received.

Mr. Seyfarth: They have all been received in evidence that I have listed off; these Respondent's Exhibits 2046 1 to 20, both inclusive, and 24 to 33, both inclusive.

Trial Examiner McCarthy: Let me get it. No. 1, blueprint; No. 2, notice of false pay raises. What is No. 3?

Mr. Seyfarth: Notice of dissolution of Employees' Board. No. 4 is summary of the iron foundry.

Trial Examiner McCarthy: I see, I have got it.

Mr. Wham: I would like to make a motion at this time.

Mr. Reynolds: I don't think the case is over with, is it?

Trial Examiner McCarthy: As I understand, it is.

Mr. Reynolds: I want to call back a witness or two.

Trial Examiner McCarthy: Well, in what connection is this testimony? The record is very full and complete, unless it has a direct bearing and vital.

Mr. Reynolds: I want to call back Mr. Kalamarie with reference to the type of work that the chippers get on the night shift.

Trial Examiner McCarthy: Was he a chipper?

Mr. Reynolds: He is in that department. He knows how the work goes.

Mr. Seyfarth: Hasn't he already testified?

Trial Examiner McCarthy: Yes, he has been on the stand twice.

Mr. Reynolds: Yes, but I want him to answer to the testimony of Mr. Peters, who said there was no difference—²⁰⁴⁷ or Mr. Skeets, who said there was no difference between day and night production.

Trial Examiner McCarthy: Mr. Skeets testified that the work, if anything, on the night shift was better than the work on the day shift.

Mr. Reynolds: Yes.

Trial Examiner McCarthy: Well, Mr. Skeets is probably better qualified to testify than the worker.

Mr. Reynolds: That is all right, I want Mr. Kalamarie to also testify. I think he may be qualified also.

Trial Examiner McCarthy: If he is not a chipper, apparently it is his observation. It is not material. He is not a qualified witness.

Mr. Seyfarth: He was a laborer and then an arc welder.

Trial Examiner McCarthy: Arc welder, as I understand it.

Mr. Reynolds: Mr. Bozurich, will you take the stand?

Trial Examiner McCarthy: What is the purpose of his testimony?

Mr. Reynolds: To contradict testimony given by Mr. Skeets.

Mr. Seyfarth: Was it covered in his rebuttal testimony?

Trial Examiner McCarthy: He has been on the stand twice. If it is material, why, naturally the Examiner ²⁰⁴⁸ will permit it to be entered, but we can extend this record quite extensively. What is it specifically?

Mr. Reynolds: It has been going on nine days now, and I think I should be given leave to end up my case in a way that I see fit.

PAUL BOZURICH, a witness recalled by and on behalf of the National Labor Relations Board, being previously duly sworn, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Reynolds.) Mr. Bozurich, did you apply to go on another job as a moulder?

A. Yes, I did.

Q. At what time?

A. At the same time when Mr. Skeets came to me and notified me that I would be laid off at that particular time. We were talking about it.

Mr. Reynolds: That is all.

Mr. Seyfarth: That is all.

(Witness excused.)

Mr. Wham: Now, I would like to move, in view of the fact that the complaint says nothing about the C. I. O. majority in April or at any time, I would like to move to strike all the testimony bearing on the majority or supposed majority of the C. I. O., because it is incompetent, irrelevant and immaterial.

Mr. Reynolds: I think it is too late to make objections like that now after the testimony is in the record. That is the purpose of making objections during the course of it.

Mr. Wham: I raised the point at the time that Mr. Salmons testified to it first.

Mr. Reynolds: Did you object?

Mr. Wham: I did, and I also asked if the complaint was going to be amended, and I didn't get any good answer on it then, and at the present time I see it has not.

Trial Examiner McCarthy: You mean under 8(5)?

Mr. Wham: Yes. Now, I see that the complaint hasn't been amended.

Trial Examiner McCarthy: Well, there will be no decision on the 8(5) violation.

Mr. Seyfarth: Mr. Examiner, there are some motions made at the end of the Board's case—

Trial Examiner McCarthy: And at the end of the Intervener's case. They are denied.

Mr. Seyfarth: They are denied.

I would like to move at this time that the respondent be dismissed from the complaint and each and every paragraph separately.

Trial Examiner McCarthy: Is that a repetition of 2050 the preceding motion? If it is new, I would be glad to receive it, but if it is a repetition, naturally in denying the motion an exception is granted.

Mr. Seyfarth: Yes, but I would like to make these motions—

Trial Examiner McCarthy: You may.

Mr. Seyfarth: —which I will lump together.

That is, I am moving that the complaint be dismissed as to the respondent, and each and every paragraph thereof be dismissed as to the respondent, on the grounds that the evidence affirmatively establishes the respondent not guilty of the unfair labor practices as charged in the complaint and the various paragraphs thereof.

Trial Examiner McCarthy: The motion is denied.

Mr. Seyfarth: And exception thereto.

Trial Examiner McCarthy: Allowed.

Is that all, gentlemen?

Mr. Seyfarth: I believe that is all.

Trial Examiner McCarthy: Well, we will close the record except for any agreement or stipulation covering a settlement.

Mr. Seyfarth: Very well.

(Whereupon, at 3:55 o'clock P. M., March 23, 1938, the hearing in the above entitled matter was closed.)

2109

BOARD EXHIBIT NO. 2.

BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption XIII-C-303) * *

STIPULATION

It is hereby stipulated by and between the parties hereto that the following facts are true:

Link-Belt Company was incorporated in the State of Illinois on November 13, 1880, as Link-Belt Machinery Company. The name was changed to Link-Belt Company May 28, 1906. Link-Belt Company owns and operates seven plants directly: two in Chicago, Illinois, the 39th Street plant at 300 West Pershing Road and the Caldwell-Moore plant at 2410 West 18th Street; two in Philadelphia, Pennsylvania; one in Atlanta Georgia; two in Indianapolis, Indiana. Warehouses are maintained in Los Angeles, Cali-

U
fornia; Portland, Oregon; Oakland, California; Seattle, Washington; Dallas, Texas; Detroit, Michigan, and Montreal, Quebec. Subsidiaries of Link-Belt Company operate plants in San Francisco, Toronto and Elmira, Ontario, and in Philadelphia, Pennsylvania. Twenty-eight sales offices are maintained by Link-Belt Company throughout the United States and Canada.

At its 39th Street plant in Chicago, Link-Belt 2110 Company engages in complete steel and iron foundry operations in the production of cranes, shovels, draglines, mining conveyers, dumps, washers and driers, handling and preparation equipment for factories and foundries, mine tipples and miscellaneous other steel construction.

The average tonnage production of the 39th Street plant in Chicago under normal conditions amounts to approximately 1,100 tons monthly. Link-Belt Company as a whole employs approximately 5,000 persons. At the 39th Street plant in Chicago approximately 1,200 employees are on the payroll during the peak season and approximately 750 at low ebb.

Raw materials utilized in the 39th Street plant in Chicago consist principally of pig iron and scrap iron, and approximately 90 per cent of all raw materials used in the plant are received by rail from states other than the State of Illinois. Large quantities of scrap iron are purchased from various scrap iron dealers.

Finished products manufacture and assembled in the 39th Street plant in Chicago are shipped principally by rail, approximately 80 per cent to points outside the State of Illinois and approximately 20 per cent to points within the State of Illinois. The finished products are marketed throughout the United States and Canada and other foreign countries through retail outlets, branches, salesmen and central warehouses.

It is further stipulated that either party may offer evidence to establish facts in addition or supplementary to the facts herein stipulated.

Signed at Chicago, Illinois, this 14th day of March, 1938.

National Labor Relations Board

By Stephen M. Reynolds,

Attorney.

Link-Belt Company.

By E. L. Berry,

Ass't. Gen. Mgr.

2111

BOARD EXHIBIT NO. 3.

75th Congress
2nd Session

Report No. 46
Part 3

Senate

Violations of Free Speech and
Rights of Labor
Report
of the

Committee on Education and Labor
Pursuant to
S. Res. 266
(74th Congress)

**A Resolution to Investigate Violation of the Right of Free
Speech and Assembly and Interference With
the Right of Labor to Organize and
Bargain Collectively.**

Industrial Espionage

November 16 (calendar day, Dec. 21), 1937.—Ordered to
be printed, with an illustration

United States
Government Printing Office.
Washington: 1938

**Table of \$9,440,132.15 Expenditures on Industrial Espion-
age, Munitioning, and Strikebreaking, 1933-37.**

This table showing expenditures of certain selected industrial firms or corporations for labor espionage,¹ industrial munitions, strikebreaking, and plant protection, etc. Said data are compiled from the testimony given or exhibits offered at the public hearings before the committee, from data made available to the committee by the Bureau of Internal Revenue and from other sources. All expenditures listed were obtained from the records of the various companies.

¹ The expression "espionage" is herein used to represent expenditures for detective agency or similar service when so designated by the companies. As the committee was unable to have access to data on payments to all detective agencies, munition firms, and their clients this list should not be considered inclusive, but merely a sample of what certain firms spend for these services.

Figures are shown for years 1933, 1934, 1935, and 1936. Expenditures are identified in left hand-column; 1937 expenditures are indicated separately. Totals are for all years as indicated.

The industrial firms or corporations listed are those which have come to the attention of the committee during the course of its inquiry into espionage, strike-breaking and industrial munitioning. The aggregate of all figures shown on this list is \$9,440,132.15.

2112

| Name and address | Years | | | | Total |
|---|------------|------------|------------|------------|------------|
| | 1933 | 1934 | 1935 | 1936 | |
| Link Belt Co., Chicago, Ill.; Espionage | \$1,102.94 | \$1,183.29 | \$1,372.04 | \$1,778.84 | \$5,438.01 |

Excerpt from Page 85.

2113

BOARD EXHIBIT NO. 4.

Violations of Free Speech and Rights of Labor
Hearings

Before a

Subcommittee of the
Committee on Education and Labor
United States Senate
Seventy-Fifth Congress
First Session

Pursuant to
S. Res. 266
(74th Congress)

A Resolution to Investigate Violations of The Right of
Free Speech and Assembly and Interference with the
right of Labor to Organize and Bargain
Collectively

Part 3

Tennessee Coal, Iron & Railroad Co.
National Metal Trades Assn.
January 14, 15, 21, 22, and 23, 1937

Printed for the use of the Committee on Education and
Labor

United States
Government Printing Office
Washington : 1937

Exhibit 415.

List of firms with undercover operatives supplied by
N. M. T. A., March 1, 1933

July 31, 1936—Continued

| Name & Address of Company | Opera- tive's Number | Rate of Operative's Monthly Guarantee | Monthly Billing Rate to Company | Dates Employed (Inclusive) |
|---|----------------------------|--|--|----------------------------------|
| 33. Link Belt Co., Chicago, Illinois | 128 | Expenses | Expenses | 3/33-7/36 |

Excerpt from Page 1053

2114

Exhibit 416.

List of special contract operatives employed by N. M. T. A.
March, 1933 to July, 1936.

| Number | Name | Client | Date em- ployed incl. | Guarantee Rate |
|--------|-----------|--------|--------------------------|-------------------|
| 128 | Link Belt | | 3/33/7/36 | |

Excerpt from page 1055

Exhibit 461.

List of Special Contract Operatives Employed by National
Metal Trades Association March 1933 to December 1936.

| Number | Name | Client | Reports sent to— | * Date em- ployed incl. |
|--------|----------------|---------------------------------|---------------------|----------------------------|
| 128 | James Causland | Link Belt, Chicago, Illinois | E. L. Berry, Supt. | 3/33/7/36 |

Excerpt from page 1087

1296

Board Exhibit No. 5.

2115

BOARD EXHIBIT NO. 5.

**Employee Representation
in
Pershing Road Operations
of
Link-Belt Company
Chicago**

2116

**Constitution and By-Laws
of the
Link-Belt Employees Board
Pershing Road Plant
Chicago**

Preamble

This organization has been formed to enable the Link-Belt Company and its employees to co-operate to the fullest extent in accordance with the spirit of the National Industrial Recovery Act so that the Link-Belt Company management may know the wishes of the employees on all matters pertaining to them, such as wages, hours of work, working conditions, beneficial societies and safety measures. All employees not in an executive capacity in both shop and office shall be represented. This board will share with the management in the responsibility for and the conduct of employee activities and relations, and be the responsible representatives of all employees not in an executive capacity.

Property of

2117

Article I

Qualifications of Representatives and Voters

1. Any employee who has been on the company's payroll for a period of two years prior to nominations, who is twenty-one years of age and who is an American Citizen shall be qualified for nomination and election as a representative.

2. All employees who are enrolled on the company's payroll for a period of ninety (90) days prior to the date fixed for nominations and elections shall be entitled to vote.

3. Such persons serving in the following capacities shall not be eligible as representatives nor qualified to vote for representatives.

Vice-President and General Manager
General Sales Manager
Superintendent
Manager of General Sales
Manager of Crane and Shovel Division
Head of Machine and Crane Shops
Head of Steel Shop
Head of Engineering Department
Head of Engineering-Estimating
Purchasing Agent
Head of Pricing Department
Superintendent of Erection
Head of Pattern Shop and Foundry
Head of Time Study Department
And the Plant Accountant

4. Any member of the Employees Board who during term of office shall be appointed by the management to function in any of the above capacities must terminate office upon such appointment.

2118

Article II

Terms of Representatives

1. Representatives to be elected for a term of one (1) year and be eligible for re-election.

2. Representatives from Divisions 1, 3, 5 and 7 shall hold office from the Thursday following the first (1st) Tuesday in July for the ensuing year, and representatives from Divisions 2, 4, and 6 shall hold office from the Thursday following the first (1st) Tuesday in January for the ensuing year.

3. A representative may be recalled upon the approval of a petition signed by two-thirds of the qualified voters on the payroll in his particular Voting Division. His successor shall be elected in accordance with rules under Article IV.

4. A representative shall be deemed to have vacated office upon termination of his employment with the Company.

Article III

Voting Divisions

The plant is divided into seven (7) Voting Divisions, giving fair representation to each department.

Division No. 1—Machine Shop—Crane Assembly—Carpenter Shop.

Division No. 2—Steel Shop.

Division No. 3—Foundry.

Division No. 4—Pattern Shop—Tool Room (1st and 2nd Floors)—Power House—Planning Room—Balance of Stores.

Division No. 5—Receiving Dept.—Shipping and Traffic—Stock Room—Yard-Janitors—Watchmen—Employment.

Division No. 6—Engineering Dept. (3rd Floor Office Building).

Division No. 7—Office Dept. (Comprises employees in office building other than those on 3rd floor).

Article IV

Nominations and Elections

1. Nominations to be held on the first Tuesday and elections on the following Thursday of the month of July for Divisions 1, 3, 5, and 7 and the month of January for Divisions 2, 4, and 6. In the event of either of these being a holiday, the day immediately following shall be substituted.

2. On the day of nominations, each duly qualified voter shall be furnished with a blank ballot representing his Voting Division on which he shall write the name of the person in his Voting Division whom he desires to stand for election.

The three individuals receiving the highest number of votes become nominees for election.

Immediately after the nominations are closed, Tellers appointed, one from each Voting Division, and in the presence of the Management's representative, shall count and record the votes cast, and shall make known the following day the three nominees receiving the highest number of votes.

3. On the day of election each duly qualified voter shall be furnished with a blank ballot representing his Voting Division, and the voter shall indicate his preference by writing the name of the candidate of his choice.

4. Any ballot, whether nominating or electing, containing more than one name will not be counted.

5. In the case of a tie another ballot shall be cast, voting only on those tied.

6. Each voter shall deposit his own ballot in a lock box provided for the purpose, carried by the regular time-keeper from the Planning Room, accompanied by two watchers.

7. After the election the ballots shall be counted under the direction and supervision of a representative of each Voting Division and a representative of the Management. The candidates receiving the highest number of votes shall be declared elected. After each semi-annual election the Board so chosen shall immediately meet for the purpose of electing its officers. Terms of officers automatically terminate at the end of each six (6) months period.

Article V

Management's Representation

1. The company shall appoint a management's representative who shall attend and represent the management at all meetings of the Board. He shall, however, have no vote. Further, he shall respond promptly to any request from the Board, and shall interview all of them from time to time with reference to matters of concern to employees.

2. The Management of the works and the direction of the working forces, including the right to hire, suspend, or discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Management.

Article VI

Subjects for Consideration

The Board shall give consideration to and put forth effort in behalf of the following subjects, and any such additional subjects which may arise as time goes on or as suggestions are made.

Safety, and Prevention of Accidents.

Economy, and Waste Prevention.

Hours of Employment, Working Conditions and Wages.

Health, and Works Sanitation.

Education and Publications.

Recreation.

Beneficial Society.

Continuity of Employment and Condition of Industry.

2121 All matters pertaining to the above subjects will be referred by an Employee or Employees, in writing, to their respective Division Representative, who will in turn present said matter before the Employees Board.

Article VII

Board Meetings

1. Regular Board meetings shall be held once a month, between the hours of two and five in the afternoon, unless otherwise arranged for on joint approval of the Chairman of the Employee Board and the Management's Representative.

Time for Board meetings to be arranged to suit the convenience of the majority, and so as not to cause undue disturbance of work.

A quorum shall consist of six (6) Board Members.

2. For the time necessarily lost in actual attendance at regular or special meetings jointly approved, representatives shall receive from the company payment commensurate with their average earnings.

3. Any matter may be referred by the Management thru the Management's Representative, to the Board for consideration and report, and any matter may be presented by the Board to the Management thru the Management's Representative.

4. It is understood and agreed that each representative on the Board shall be free to carry on his Board duties in an independent manner without fear that his individual relations with the Company may be affected in the least degree by an action taken by him in his representative capacity.

Article VIII

Right of Termination

This organization shall be and remain in full force and effect during the term of the National Recovery Act, and is to continue thereafter, subject to termination by the Management, or by a majority of the Employees Board, upon three (3) months' notice.

2122

Article IX

Amendments

These By-Laws may be altered or amended by a vote of a majority of the Members of the Board; provided the alterations or amendments shall have been proposed and entered on the Minutes of the Board, at least thirty (30) days previous to action thereon. Notice of alterations or amendments shall in all cases be communicated to the members of the Board by the Secretary, before action thereon is taken, and all alterations or amendments so made, before having effect, must be submitted to and approved by the Management of the Link-Belt Company.

2123

BOARD EXHIBIT NO. 6.

Minutes of Employees Board Meeting.

The regular meeting of the Employers Board was called to order on Tuesday, February 26th, 1935 at 2:00 p. m.

The following members were present:

R. Froling, Division #1.

A. Johnston, Division #2.

J. Kachinsky, Division #3.

L. Salmons, Division #4.

C. Daugherty, Division #5.

F. Kvet, Division #6.

E. L. Berry.

E. A. Wendell absent on Company business.

The survey on proper lighting in Drafting Room has been completed and nine (9) Mercury Vapor Lamps with Mazda background will be installed.

The matter of closing Railroad car entry shop doors at night by train crews as reported in Minutes of January 29th, has been called to the attention of the Railroad Company.

L. Salmons brought up question regarding wages applying to overtime work in Pattern Shop. E. L. Berry will consult Code Authorities for clarification.

R. Froling brought up question regarding rate setting, particularly on Government contract now going thru the shop. E. L. Berry will make analysis.

A. Johnston reports passageway in front of time card rack obstructed by castings. E. L. Berry will investigate.

F. Kvet reports request made to repair drafting machines and scales in Engineering Department.

L. Salmons reported matter regarding parking of employees' cars in Company garage on Saturdays. E. L. Berry will investigate.

The Minutes read and approved by the Board.

Meeting adjourned at 3:30 p. m.

F. J. Kvet,
Acting Secretary.

February 23th, 1935.

2124 Minutes of Meeting of Employees Board.

The regular meeting of the Employees Board was called to order on Tuesday, March 31, 1936 at 2:00 p. m.

The following members were present:

R. Froling, Div. #1.

A. Johnston, Div. #2.

J. Kachinsky, Div. #3.

L. Salmons, Div. #4.

L. Martens, Div. #5.

F. Kvet, Div. #6.

E. A. Wendell, Div. #7.

E. L. Berry, Company Representative.

A. Johnston and L. Salmons report complaints of crowded conditions and insufficient hot water in steel and wood shop wash rooms, respectively.

L. Martens reports complaint of low pressure in stock room drinking fountain extension.

L. Salmons reports complaint of rough railroad crossing on Princeton Avenue. The Railroad's attention will be called to the above condition by the management.

R. Froling reports complaint of careless driving of electric trucks through shop aisles.

Minutes of the meeting read and approved by the Board.

F. J. Kvet,
Secretary.

FJK-w

2125 The regular meeting of the Employees Board was called to order on Tuesday, April 28, 1936.

The following members were present:

R. Froling, Div. #1.

A. Johnston, Div. #2.

J. Kachinsky, Div. #3.

E. A. Wendell Absent.

L. Salmons, Div. #4.

L. Martens, Div. #5.

F. Kvet, Div. #6.

E. L. Berry, Company Representative.

F. J. Kvet reports congestion in parking lot. The management reports that more space will soon be available.

The management reports that the Vacation Policy for 1936 will be the same as that for 1935.

J. Kachinsky reports request made for removal of old tracks outside foundry. The management reports that these tracks will be asphalted over in the near future.

The management also reports that showers in machine shop wash room will soon be installed.

The very interesting talk given by Mr. E. J. Burnell at the last Engineers' & Foremen's meeting was read to the board members by Mr. E. L. Berry.

Mr. Burnell reported on general business conditions and although a letdown in business before the National Election is looked for, several large jobs coming up presently, if secured, should carry us through this period.

The sales tax as applied in Illinois creates another problem the sales department has to cope with, as competitors outside of the state do not have this additional cost to consider.

Although the first quarter of 1936 shows a loss of \$75,000 for the Thirty-Ninth Street plant, the outlook for the future looks more promising.

Minutes of the meeting read and approved by the Board.

F. J. Kvet,
Secretary.

2126 Minutes of Employees Board Meeting.

The regular meeting of the Employees Board was called to order on Tuesday, May 26, 1936.

The following members were present:

R. Froling, Division No. 1.

A. Johnston, Division No. 2.

J. Kachinsky, Division No. 3.

L. Salmons, Division No. 4.

L. Martens, Division No. 5.

F. Kvet, Division No. 6.

E. A. Wendell, Division No. 7.

E. L. Berry, Company Representative.

The Management reports that showers in machine shop will be installed in the near future.

A. Johnston reports complaint of dirty windows in chain department.

J. Kachinsky reports complaint of insufficient washing facilities and low water pressure in foundry wash room.

J. Kachinsky reports complaint of hand trucks blocking doorway in west wall of steel shop.

L. Salmons reports complaint of poor lighting over a number of pattern shop machines.

Minutes of the meeting read and approved by the Board.

F. J. Kvet,
Secretary.

May 26, 1937.

2127 Minutes of Employees Board Meeting.

The regular meeting of the Employees Board was called to order on Tuesday, June 30th, 1936.

The following members were present:

R. Froling, Div. No. 1.

A. Johnston, Div. No. 2.

J. Kachinsky, Div. No. 3.

L. Salmons, Div. No. 4.

C. Martens, Div. No. 5.

F. Kvet, Div. No. 6.

E. A. Wendell, absent.

E. L. Berry, company representative.

In discussing wage increases it was brought forth that anyone is entitled to ask for an increase and it is his immediate supervisor's duty to answer it "yes" or "no" within a limited space of time.

L. Martens reports floor in West Balcony ramp in bad condition.

The Management reports that the five Canteen candy machines now in operation in the plant pay to the Link-Belt Beneficial Association 10% of their profits which net a total of approximately \$20.00 per month.

A general discussion was held concerning grinding equipment and ways and means to safeguard the operators.

The Management's representative reported on general business conditions and stated that a small profit will be shown for the months of May and June. The outlook for the future looks quite promising with indications of a very good crane business to look forward to.

In compliance with the By-Laws, nominations for representatives in Divisions 1, 3, 5 and 7 will be held at 4:30 P. M. Monday July 6th for the night crew and Tuesday July 7th for the day employees.

Election will be held 4:30 P. M. Wednesday July 8th for the night crew and Thursday July 8th for the day employees.

The following were appointed watchers:

C. Jable

Louis Vokac

William Bowes

The following tellers were appointed:

Anne Hayes

Al Nyberg

Leo Reiter

Charles Dougherty

Minutes of the meeting read and approved by the Board.

F. J. Kvet,

Secretary.

2128 BOARD'S EXHIBIT NO. 6 WITHDRAWN.

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2131

BOARD'S EXHIBIT NO. 9.

Steel Workers Organizing Committee
Of the Committee for Industrial Organization

Region, Chicago
Pittsburgh, Pa.

For Payment of:

| Date of Statement | No. of Statement | Particulars | Sub Amounts | Amount Sent |
|----------------------|---------------------|---|----------------|-------------|
| | | Salary and expenses for first half of Dec. | | \$17.20 |

Checked by.....Recorded by.....
Card Record by.....Filed by.....

2132

Steel Workers Organizing Committee
Of the Committee for Industrial Organization

Region, Chicago
Pittsburgh, Pa.

For Payment of:

| Date of Statement | No. of Statement | Particulars | Sub Amounts | Amount Sent |
|----------------------|---------------------|-----------------------------------|----------------|-------------|
| | | Salary for week ending Nov. 28 | | \$15.00 |

Checked by.....Recorded by.....
Card Record by.....Filed by.....

2133

Steel Workers Organizing Committee
Of the Committee for Industrial Organization

Region, Chicago
Pittsburgh, Pa.

For Payment of:

| Date of Statement | No. of Statement | Particulars | Sub Amounts | Amount Sent |
|----------------------|---------------------|---|----------------|-------------|
| | | Salary and expenses for week ending 11/21/36 | | \$17.10 |

Checked by.....Recorded by.....
Card Record by.....Filed by.....

1310

Board Exhibit No. 9.

2134 Steel Workers Organizing Committee
Of the Committee for Industrial Organization
Region, Chicago
Pittsburgh, Pa.

For Payment of:

| Date of Statement | No. of Statement | Particulars | Sub Amounts | Amount Sent |
|----------------------|---------------------|----------------------------------|----------------|-------------|
| | | Salary for first half of Nov. | | \$15.00 |

Checked by.....Recorded by.....
Card Record by.....Filed by.....

2135 Steel Workers Organizing Committee
Of the Committee for Industrial Organization
Region
Pittsburgh, Pa.

For Payment of:

| Date of Statement | No. of Statement | Particulars | Sub Amounts | Amount Sent |
|----------------------|---------------------|---------------------------------|----------------|-------------|
| | | Salary for last half of Oct. | | \$15.00 |

Checked by.....Recorded by.....
Card Record by.....Filed by.....

2136 Steel Workers Organizing Committee
Of the Committee for Industrial Organization
Region
Pittsburgh, Pa.

For Payment of:

| Date of Statement | No. of Statement | Particulars | Sub Amounts | Amount Sent |
|----------------------|---------------------|-----------------------------------|----------------|-------------|
| | | Salary for week ending Oct. 24 | | \$15.00 |

Checked by.....Recorded by.....
Card Record by.....Filed by.....

2137 Steel Workers Organizing Committee
Of the Committee for Industrial Organization

Region Chicago
Pittsburgh, Pa.

For Payment of:

| Date of Statement | No. of Statement | Particulars | Sub Amounts | Amount Sent |
|----------------------|---------------------|--|----------------|-------------|
| | | Salary and expenses for week ending December 12, 1936, | | \$17.20 |

Checked by.....Recorded by.....

Card Record by.....Filed by.....

2138 Steel Workers Organizing Committee
Of the Committee for Industrial Organization

Region, C.
Pittsburgh, Pa.

For Payment of:

| Date of Statement | No. of Statement | Particulars | Sub Amounts | Amount Sent |
|----------------------|---------------------|--|----------------|-------------|
| | | Salary and expenses for last half of Dec. | | \$16.80 |

Checked by.....Recorded by.....

Card Record by.....Filed by.....

2139 BOARD'S EXHIBIT NO. 10.

This agreement, dated April 21, 1937, between Link Belt Company and the Independent Union of Craftsmen, a labor union of workers employed by said Corporation:

The union has presented to the corporation signatures from well over fifty per cent (50%) of the employees working at the Thirty-Ninth Street Plant, Chicago, Illinois, authorizing the formation of said Union, and authorizing it to act as the collective bargaining agency for employees at said plant. In accordance with the provision of Section 9 (a) of the National Labor Relations act, the Corporation recognizes said Union as the exclusive representative of

1312

Board Exhibits 11 and 12.

the employees in said Thirty-Ninth Street plant, and representatives of the Corporation when so requested will meet with representatives of the Union for the purpose of considering the conclusion of an agreement with respect to wages, hours of employment and other conditions of employment.

Link Belt Company
By E. L. Berry
Ass't. General Manager.
39th Street Plant
Independent Union of Craftsmen
By John Litster
Chairman.

2140

BOARD EXHIBIT NO. 11.

National Labor Relations Board
Thirteenth Region
20 North Wacker Drive
Chicago, Illinois

Withdrawal

Firm Link Belt Co.
Union Amal. Assoc. of Iron, Steel & Tin Workers.
Action Filed 10/2/36

I desire to withdraw the action as stated above. It is understood that I may refile the same at any time.

Name Louis Salmons

To: L. W. Beman,
13th Regional Director,
National Labor Relations Board.

2141

BOARD EXHIBIT NO. 12.

On April 28th, 1937, I went to work for the Link Belt Co. After entering and going to the wash room to change clothes, the time keeper (Russell Ericson) came to me and offered me an application card for membership in the Independent Union of Craftsmen and asked me if I did not want to sign it. I told him that I did not know as I was new but would let him know later. He then said that there were two unions and in case of slack time's the members of the C. I. O. would be laid off before the company union men (Independent Order of Craftsmen.) Under this pressure and to protect my position I signed the applica-

tion of the above mentioned Independent Union of Craftsmen.

He said it would be best for me to sign it as he had signed one himself.

Signed Frank Solinko

State of Illinois }
County of Cook } ss.

Sworn and subscribed to by Frank Solinko before me this 11th day of June, 1937.

Geo. Erickson,
Notary Public.

(Seal)

2142

BOARD EXHIBIT NO. 13.

Application for Membership

I hereby apply for membership in the
Independent Union of Craftsmen
of the 39th St. Plant of the Link-Belt Company
and agree to be bound by the provisions of the Constitution and the By-Laws

I hereby authorize and designate said Union to act as my Representative for Collective Bargaining with the Company on Questions of Wages, Hours, Working Conditions, Grievances and other matters pertinent thereto.

I hereby revoke any and all other authorizations heretofore given by me, designating any other person or organization to act as my representative for the purposes aforesaid.

Dated.....1937

Signature.....

Witness..... Shop No.....

2143

BOARD EXHIBIT NO. 14.

349-09-6053

Name 106 N. Cumorich Amount 436.00

For your information, the figures shown above represent the income received by you during the last calendar year from S. Karpen & Bros. The income of a single person of \$1000 or over and a married person of \$2500 or over is subject to the Federal Income Tax. The income of a minor not emancipated by his parent should be included with the return of his parent.

J. Shotts,
Paymaster.

2144 BOARD'S EXHIBIT NO. 15 MARKED
FOR IDENTIFICATION ONLY.

2145 BOARD EXHIBIT NO. 16.

The Constitution
of
Independent Union of Craftsmen

Article I

Section 1. This organization shall be known as the Independent Union of Craftsmen. Membership is available to all employees of the Link-Belt Company except executives and those employed in a supervisory or administrative capacity or their immediate assistants.

Section 2. Membership shall be divided into two classes, namely:

1. Plant membership.
2. Individual membership.

The General Council shall determine what shall constitute a plant.

Section 3. The General Council shall consist of one delegate from each plant who shall be elected together with committeemen by the respective plants and shall hold office for one year unless sooner removed for cause, as shall be provided for in the By-Laws, provided however that there shall be not less than three members of the General Council, and in the event there shall be less than three plant members, the first plant member shall elect three delegates to the General Council in order and the last one so elected from that plant shall resign to make place for a delegate from the second plant member, and the next delegate from the first plant member in order shall resign to make place for
2146 a delegate from the third plant member. Committeemen may also be delegates.

Section 4. The General Council at its first meeting shall elect a President, a recording Secretary, and a Treasurer who shall hold office for one year.

As hereinafter provided in the By-Laws, each plant shall set up its own local organization and shall elect its committeemen and its delegates.

Section 5. Committeemen shall be elected for a term

of one year and shall be eligible for reelection. To be an eligible candidate for either a committeeman or a delegate, one must be a member of this organization and must have been so for at least one year last past or during the life of the organization. Any member of any other labor organization shall not be eligible to hold office in this organization, and committeemen and delegates must be citizens of this country.

Section 6. All elections shall be held as hereinafter shall be provided for in the By-Laws of this organization.

Section 7. This organization shall issue membership cards to members and shall collect membership dues in whatever amounts shall be necessary to conduct economically the business of this organization.

Section 8. There shall be no discrimination against any employees, committeemen or delegates for exercising any of his or her rights under this organization.

Section 9. The General Council shall have power to adopt the By-Laws of this organization and to amend same from time to time.

Section 10. The General Council shall in the beginning of each fiscal year fix an annual budget and shall apportion among the respective members of said organization and collect whatever dues it shall be necessary to use in order to raise sufficient funds to run the organization economically and efficiently.

Section 11. There shall never be any discrimination against anyone because of race, creed or color.

Section 12. For the purpose of perfecting the organization under this Constitution, it is hereby declared that the first general election for the purpose of electing committeemen and delegates, shall be held at an early date to be fixed by the General Council and a general election shall be held at the same time each year thereafter; that from the date of the ratification of this Constitution until said election, the following named persons shall be and constitute the committeemen and delegates:

Thirty-Ninth Street Plant.

Committeemen:

Hubert Brucks

G. F. Linde

E. Rask

R. Froling

A. Rosenbaum
J. Jeske
J. Litster

Delegates:

J. Litster
R. Froling
G. F. Linde

Said committeemen and delegates shall hold office until the election and qualification of their successors.

Article II.

Section 1. The aims and objectives of this organization shall be to protect and improve the conditions under which its members labor and live. It shall at all times strive to maintain and increase the wage scale, preserve plant seniority rights, paid vacations, time and a half for overtime, and Sundays and holidays, old age security, health and accident benefits, sanitation, minimum wage, maximum hours, and shall foster such other programs as shall be for the benefit of those laboring in the company.

Section 2. Nothing in this Constitution shall in any way abridge the right of employees to strike, provided, however, that no strikes shall be called except after the proposition has been put to a vote and has received an affirmative vote of more than 50% of the members.

Section 3. The General Council is empowered to engage in collective bargaining for and on behalf of the members of this organization and do all acts necessary to carry out to its fullest extent the principles of collective bargaining, and members of this organization shall be bound by all contracts and agreements duly executed by said Council provided contracts dealing with rates of pay, wages, hours of employment or other conditions of employment must first be approved by the majority of the plant committees. The General Council is empowered to put into force and effect the provisions of this Constitution and to establish headquarters and to employ whatever persons shall be necessary for the administration of this organization, including legal counsel, public accountants, secretaries and such other agents or assistants as they shall from time to time deem necessary.

Section 4. This Constitution can be modified or amended only by a majority vote of all the individual members of the organization who shall be members in good standing on the date on which the vote is taken. Before such amendment can be finally voted upon, there shall have been issued and posted, a notice of the proposed vote on the amendment, together with a copy of said proposed amendment at least thirty days prior to said meeting.

2150

BOARD EXHIBIT NO. 17.

Independent Union of
Craftsmen

of the

39 Street Plant of
The Link-Belt Company
July, 1937

2151

Name Link Belt

Address _____

By _____

Dept Foundry

A Friberg,
Secretary.A. B. Ross,
President.

2152 Proposed By-Laws to Govern Member Plants
and Plant Committees

Article I.

Section 1. All of the members of the Independent Union of Craftsmen employed in the Thirty-Ninth Street Plant of the Link-Belt Company shall be a member of said Plant Member.

Section 2. An annual meeting and election shall be held promptly at 8:00 P. M. on the second Tuesday of April in each year, commencing in 1937. President, Vice-President, Secretary, and Treasurer shall be elected by the Plant Members present at said meeting.

A delegate to the General Council shall be elected for the whole Plant at the annual election by secret ballot and all members in good standing employed in the plant shall be eligible to vote for candidates for said office. (So

long as the Thirty-Ninth Street Plant is the only Plant Member of the Independent Union of Craftsmen, three delegates shall be elected at said annual election, and shall be designated in numerical order, that is, first, second, and third, which order shall be determined by the number of votes cast for the three delegates receiving the highest number of votes. In the event another plant becomes a Plant Member after said election, the elected delegate who received the lowest number of votes shall resign to make place for a delegate from said additional Plant Member. This procedure shall also be followed in the event a third Plant shall become a Plant Member after said election).

Section 3. A steward shall be elected from each department designated by the Plant President by secret ballot, the members from each department in good standing voting only for candidates from that department.

Section 4. Special meetings of the members of said Plant may be called upon one day's notice by the Plant President.

Article II.

Section 1. The President shall preside at all meetings of the Plant stewards and at all meetings of the members of the Plant. The Secretary shall also be Secretary at all meetings of the Plant Members.

Section 2. The Plant President shall name such committees as he may deem necessary to properly conduct the business of the organization.

Section 3. Regular meetings shall be held promptly at 8:00 P. M. the second Tuesday of each month and at a place to be fixed by the President. Special meetings may be called upon one day's notice to the stewards by the President.

Section 4. Any officer, steward or member of said Plant Member who shall fail to conduct himself according to the principles and policies of this organization shall be subject to discipline, suspension, or expulsion, or all of them. The Plant stewards shall have concurrent jurisdiction with the General Council over such charges of misconduct. The General Council shall have appellate jurisdiction to review the Plant Committee's findings. All charges of misconduct to be heard by the Plant Committee shall be submitted in writing to it and notice shall be given to the person against whom charges are filed by registered mail sent

to him at his last known address or by personal delivery at least five (5) days prior to the meeting at which said charge shall be considered. The person so charged shall have the privilege of being heard by the Plant Committee and personally present his defense. After due deliberation the Plant Committee shall sustain or reject the charge by a majority vote by secret ballot, and if the charge is sustained it shall fix whatever penalty it deems proper.

Section 5. A quorum of the Plant stewards or any committee, shall consist of one-half ($\frac{1}{2}$) of the members plus one (1).

Section 6. Members are not considered in good standing after the last day of the month for which the regular dues are paid. Any member falling behind in payment of his dues because of sickness or accident will continue to be a member of our Local in good standing.

Section 7. The Plant Committee shall arrange for a meeting place for the Plant Committee and also for the members employed in the Plant.

Section 8. The Plant President shall determine the number of stewards proper for the Plant, and shall have power to designate from what department or departments a steward may be chosen.

Article III.

Section 1. The power of discipline, suspension, or expulsion of any Member Plant shall be vested in the General Council. It shall be mandatory for all Member Plants to abide by the Constitution and By-Laws of this organization. Failure to do so shall subject any Plant to be called for hearing before the General Council to show cause why it should not be disciplined, suspended, or expelled. The procedure outlined in Article I, Section 2 of General Council By-Laws hereof shall govern application of this section.

Article IV.

Section 1. The President shall preside at all regular and special meetings of the Plant Local and conduct same according to the Constitution and these By-Laws.

2156 Section 2. The Vice-President shall preside at all regular and special meetings of the Plant Local in the event of absence of the President.

Section 3. The Secretary shall record all minutes of the meetings of the Council and perform all other secretarial work delegated to him by the Plant Local. The Secretary shall receive a salary of thirty-five dollars (\$35.00) per month.

Section 4. The Treasurer shall receive all money belonging to the Plant Local and keep a complete record thereof, disbursing same only on duly approved vouchers signed by the President of the Plant Local and attested by the Secretary.

The Treasurer shall be custodian of all moneys coming into possession of the Plant Local.

The Treasurer shall receive a salary of fifteen dollars (\$15.00) per month.

The Treasurer shall sign all checks to cover all vouchers made out by the Secretary which have been duly signed by the President. All checks to be countersigned by the Secretary. The Treasurer shall be bonded in excess of the amount of money in the Treasury.

Section 5. The Delegates to the General Council shall represent their respective Plant Locals in all matters pertaining to the organization.

Section 6. Dues shall be 50c per month per member payable on or before the first day of each month to 2157 the Plant Secretary. A fee of 15c shall be paid to the General Council for each member of the Plant Local for their expenses. Until member plants are admitted to the Union the expenses of the General Council shall be paid by the Plant Local.

Article V.

Section 1. These By-Laws shall be subordinate to the Constitution of the Independent Union of Craftsmen and the By-Laws of the General Council, and said Constitution and By-Laws shall be considered a part of these By-Laws.

Article VI.

Section 1. Amendments to these By-Laws may be made by the Plant Union at any regular or special meeting called for that purpose. Copies of the proposed amendments shall be in the hands of the stewards and posted on the bulletin board at least one week previous to the meeting at which action should be taken.

Article VII.

Section 1. The following order of business shall prevail at meetings of the General Council:

- Open meeting
- Roll Call
- Reading of Minutes of previous meeting and their approval
- 2158 Communications
- Report of Officers
- Unfinished Business
- New Business
- Good of the Organization
- Adjournment

Note.

Whenever procedure is not covered by these rules and regulations, Robert's Rules of Order shall govern at meeting of the Plant Committees and of the Plant Membership.

2159 (Three Stamps) Paid I. U. of C.

2160 BOARD EXHIBIT NO. 18,

Link-Belt Company
Chicago, Illinois

Caldwell Moore Div.
April 30, 1937

Mr. O. R. Abbott
National Metal Trades Association
Peoples Gas Building
Chicago, Illinois

Dear Mr. Abbott:

Thanks very much for your letter of April 27th and also for the twenty copies of your bulletin entitled "Some Questions and Answers concerning the Wagner Act."

I appreciate your sending them to me and have taken immediate steps to distribute and post them in our plant.

Yours very truly,

(s) G. Walter Ostrand
General Manager.

GWO:M.

P.S. Send me 12 more copies please.

1322

Board Exhibit No. 18.

2161

April 27, 1937

Mr. Alfred Kauffmann, Pres.
Link Belt Company
307 N. Michigan Avenue
Chicago, Illinois

Dear Mr. Kauffmann:

In accordance with your letter of April 26th, addressed to Mr. Sayre, we have sent the various men mentioned by you copies of our bulletin entitled "Some Questions and Answers Concerning the Wagner Act."

Yours very truly,

National Metal Trades Assn.

ORAbbott:W

By.....

2162

April 26, 1937

Mr. S. A. Staskey
Link Belt Company
300 W. Pershing Road
Chicago, Illinois

Dear Mr. Staskey:

Complying with your telephonic request, we are sending you today, under separate cover, one hundred copies of the questions and answers on the Wagner Act which were sent out by us on April 24th.

Yours very truly,

National Metal Trades Association

ORAbbott:W

By.....

2163

Link Belt Company
Executive Offices
Chicago, Illinois

April 26, 1937

Mr. Homer D. Sayre, Commissioner,
National Metal Trades Ass'n.,
Peoples Gas Building,
Chicago, Illinois.

Dear Homer:

We think so well of the set of questions and answers concerning the Wagner Act, which you have prepared that we would like to have you send, at our expense, the following number of copies to the following people:

- 100 James S. Watson, Vice-President,
P. O. Box 85, Indianapolis, Ind.
- 50 E. L. Berry, Ass't Gen'l Mgr.,
300 W. Pershing Rd., Chicago, Ill.
- 50 Geo. L. Morehead, Vice-President,
2045 Hunting Park Ave., Philadelphia
- 20 G. W. Ostrand, Gen'l. Mgr.,
2410 W. 18th Street, Chicago, Ill.
- 20 R. M. Hoffman,
400 Paul Ave., San Francisco, Calif.
- 10 Clarence Tolan, Jr.,
Dodge Steel Company,
6501 Tacony St., Philadelphia, Pa.

250 Total copies

The charges for printing, mailing, etc., please send direct to me.

2164 The sooner we can get these in the hands of our people the better it is all around, so I hope someone in your office can ship them on Tuesday.

Yours very truly,
(s) Alfred Kauffmann,
President.

1324

Board Exhibit No. 18.

2165

April 27, 1937

Mr. G. W. Ostrand, Gen Mgr.
Caldwell-Moore Division
Link Belt Company
2410 W. 18th street
Chicago, Illinois

Dear Mr. Ostrand:

In accordance with a request received from Mr. Alfred Kauffman, we are sending you today, under separate cover, twenty copies of our bulletin entitled "Some Questions and Answers Concerning the Wagner Act."

Yours very truly,

National Metal Trades Association

ORAbbott:W

By.....

2166

October 22, 1936

Mr. E. J. Burrell, G. M.
Link-Belt Company
300 West Pershing Road
Chicago, Illinois

Dear Mr. Burrell:

Upon Mr. Sayre's return to the office within a few days your letter of the 21st to him will have his attention.

Yours very truly,

JL:VB

Office Manager.

2167

Link Belt Company
300 West Pershing Road
Chicago, Illinois

October 21, 1936

Mr. H. D. Sayre, Commissioner
National Metal Trades Association
Peoples Gas Building
Chicago, Illinois

Dear Mr. Sayre:

I will be delighted to have the opportunity of taking lunch with you in the very near future. It will give me a great deal of pleasure to become more actively identified with the splendid work that you are carrying on, and I will welcome an opportunity to learn more about your activities.

With kindest regards, I remain,

Sincerely yours,

(S) E. J. Burrell,
General Manager.

EJB:EB

2168

Link-Belt Company
Caldwell-Moore Plant
Chicago, Illinois

November 12, 1936

H. D. Sayre, Commissioner
National Metal Trades Association
Peoples Gas Building
Chicago, Illinois

Dear Mr. Sayre:

On my return to the office, I found your letter of October 16th on my desk. The delay is due to my being away.

I assure you that I appreciate your writing me, because it would give me great pleasure to get a better insight into the problems that manufacturers such as ourselves encounter from time to time.

Your offer is appreciated and I would like to suggest that sometime during the week of November 23rd would fit into my plans okey, inasmuch as I am pretty much tied up next week and will also be out of town. If this is satisfactory to you, I'll give you a ring sometime during that week, which I hope will work in okey with your program.

Yours very truly,

(S) G. Walter Ostrand
General Manager

GWO:M

2169

October 16, 1936

Mr. E. J. Burnell, Gen Mgr.
Link-Belt Company
300 W. Pershing Road
Chicago, Illinois

Dear Mr. Burnell:

I enjoyed our visit the other day at Mr. Kauffman's office, as well as the one this morning. As I intimated, I like to see the prominent officials of the Link-Belt Company become more actively identified with the work which we are carrying on. I would like to have an opportunity from time to time to sit down and discuss with you in detail some of the outstanding work which we feel we are doing looking toward the stabilization of labor conditions.

Some time when you are downtown and free, I would greatly appreciate it if you would give me a ring as I would like to have you go to luncheon with me.

With best wishes, I am,

Very truly yours,

HDS:MG

Commissioner

1326

Board Exhibit No. 18.

2170

October 16, 1936

Mr. Walter Ostrand, Gen Mgr.
Caldwell-Moore Div.
Link-Belt Company
2410 W. 18th Street
Chicago, Illinois

Dear Mr. Ostrand:

Some time when you are coming downtown and have a little time, I would greatly appreciate it if you would drop in and see me. As I am out of town a great deal, I would suggest that you telephone me before you do this. I am suggesting this because I feel that I should like to sit down and discuss in detail with you some of the more important activities which our Association is carrying on, designed to establish closer relations between employers and employees.

With best wishes, I am,

Very truly yours,

HDS:MG

Commissioner

2171

September 30, 1936

Mr. Alfred Kauffman, President
Link Belt Company
307 North Michigan Avenue
Chicago, Illinois

Dear Mr. Kauffman:

This will acknowledge receipt of your letters of September 28th, addressed to Mr. Sayre. These will be brought to Mr. Sayre's attention upon his return to the city.

In the meantime we are very pleased to send you, under separate cover, fifty copies of the leaflet on "Tax Deductions for Social Security." There is no charge for this material, as we are not charging for less than a hundred copies.

I am sure Mr. Sayre will be pleased to know that you think so highly of this material.

Very truly yours,

JJL:MG

Office Manager

2172

Link Belt Company
Executive Offices
Chicago, Illinois

September 28, 1936

Mr. Homer Sayre, Commissioner
National Metal Trades Association
People Gas Building
Chicago, Illinois

Dear Homer:

Attached to your form letter of Sept. 23rd headed "Tax Deductions for Social Security" was a statement regarding the law, what the men would have to pay, and other valuable information, which I think should be immediately placed on the bulletin boards in all our plants. Therefore, I should like very much to have your office send me fifty copies, which I would gladly pay for, for distribution to our various plants. To me it is very timely right now that such information be put on the board, not only because it is going to acquaint the employees with the Act and what they have to contribute, but from a political standpoint it might also be a wise move. I know I cannot expect you to send me fifty copies free, so please be sure that your office bills them.

Sincerely yours,

AK-H

(s) Al. Kauffman

2173

September 28, 1936

Mr. Alfred Kauffmann, President
Link Belt Company
Bell Building
Chicago, Illinois

My dear Al:

Apropos of our discussion this morning, I am enclosing herewith, the September bulletin of the League for Industrial Rights, which deals with some recent court decisions in connection with the National Labor Relations Board.

After you have read this over, please return it to me.

Yours very truly,

HDS:VB

Commissioner

1328

Board Exhibit No. 18.

2174

April 18, 1936

Mr. E. B. Vickers, Office Manager,
Link-Belt Company
300 W. Pershing Road
Chicago, Illinois

Dear Mr. Vickers:

Mr. Flynn has given me your letter of the 16th relative to Mr. Kauffman being the President of your Company.

Thank you for the information contained in your letter. We are making changes on our office records so that Mr. E. J. Burnell, General Manager and Mr. E. L. Berry, Assistant General Manager at your office will receive our material.

Yours very truly,

Office Manager.

JJL:MW

2175

Link Belt Company
300 W. Pershing Road
Chicago, Illinois

April 16, 1936

National Metal Trades Association
Peoples Gas Building
Chicago, Illinois

Attention: Mr. Harry S. Flynn Secretary

Gentlemen:

You have no doubt heard of Mr. Kauffmann's reelection to the presidency of our company. He is now located at our executive office at 307 North Michigan Avenue. Mr. Sayre's letter of April 15th regarding the Alumni Dinner is being forwarded to Mr. Kauffmann.

Will you kindly change Mr. Kauffmann's address on your records and remove his name from your general mailing list? Mr. E. J. Burnell, General Manager and Mr. E. L. Berry, Assistant General Manager at this office should receive your circular material, and of course Mr. Kauffmann will still be interested in the more important activities of the Association.

Yours very truly,

Link-Belt Company,
(S) E. B. Vickers
Office Manager

E B Vickers—w

2176

April 13, 1936

Mr. J. A. Hunt
Link-Belt Company
307 N. Michigan Avenue
Chicago, Illinois

Dear Mr. Hunt:

Changes have been made in our records so that Mr. Alfred Kauffman will receive mail from us at your address at 307 North Michigan Avenue.

Yours very truly,

Office Manager.

JL:VB

2177

Link Belt Company
Executive Offices
Chicago, Illinois

April 10, 1937

National Metal Trades Assn.
122 South Michigan Avenue
Chicago, Ills.

Gentlemen:

Please change the address of Mr. Alfred Kauffmann on your records to 307 North Michigan Ave., care of Link-Belt Company.

Very truly yours,

Link-Belt Company
(S) J. A. Hunt

2178

May 21, 1935

Mr. George P. Torrence
Link-Belt Company
910 S. Michigan Avenue
Chicago, Illinois

Dear George:

Thank you for your congratulations upon our Annual Meeting. I am glad to know that you felt it was a good one.

You probably have already received the printed copy of our resolutions adopted at the Convention, but nevertheless, I am enclosing another one.

We are arranging to print practically all of the speeches made at our Convention. Mr. Ruthenburg's should be off

1330

Board Exhibit No. 18.

the press in a day or two, and we will be glad to send you one hundred copies of it as requested.

With kindest regards, I am,
Very truly yours,

Commissioner.

HDS:FG

2179

Link-Belt Company
Executive Offices
Chicago

May 17, 1935

Mr. Homer D. Sayre,
National Metal Trades Assn.,
Peoples Gas Bldg.,
Chicago, Ills.

Dear Homer:—

Congratulations on one of the best meetings I have attended in a long time. I do not know what happened in the matter of resolutions yesterday, but I am sure that whatever was done was right.

Presumably you are planning to reprint some of the addresses made. The one I am particularly interested to get is Mr. Ruthenburg's address on "Practical Treatment of Industrial Relations Problems". I should like to get several copies of this for use within our organization as a text book. If it is not going to be printed I will take some other steps to try to get copies and reproduce them myself.

With kindest regards, I am

Sincerely yours,
(signed) George P. Torrence

GPT-H.

2180

Link-Belt Company
Executive Offices
Chicago

May 28, 1935

Mr. Homer Sayre,
National Metal Trades Assn.,
Peoples Gas Building,
Chicago, Ills.

Dear Homer:—

Many thanks to you for sending me the supply of Mr. Ruthenburg's address. I am sending them on to the organization, and particularly want to get them into the hands of our foremen.

The maintenance of proper employee relations is more important now than ever.

Very truly yours,
(signed) George P. Torrence.

GPT-H

Written before I talked to you.

2181

Link-Belt Company
Executive Offices
Chicago

Dec. 26, 1934

Mr. Homer Sayre, Commissioner,
National Metal Trades Association,
Peoples Gas Bldg.,
Chicago, Illinois

Dear Homer:—

While you are not an employee of Link-Belt Company except indirectly, I thought you might be interested in the attached. If you have time to read it, I would appreciate your comments. How far to the left am I compared to the National Metal Trades.

Sincerely yours,
(signed) George P. Torrence

GPT-H

2182

Link-Belt Company
Executive Offices
Chicago

December 10, 1934

Mr. Homer Sayre, Commissioner,
National Metal Trades Assn.,
Peoples Gas Building,
Chicago, Ills.

Dear Homer:—

Many thanks to you for your letter of November 27th and the preliminary report of your Committee on Industrial Relations. The information is very complete and will be valuable to our Committee. We understand that it is to be confidential. The insurance data sounds a little like Mr. Roy Hunt of Indianapolis.

Very truly yours,
(signed) George P. Torrence

GPT-H

1332

Board Exhibit No. 18.

2183

November 27, 1934

Mr. George P. Torrence
Link-Belt Company
910 S. Michigan Avenue
Chicago, Illinois

Dear George:

Enclosed herewith is a copy of the preliminary report of our Committee on Industrial Relations. This is for your own confidential information as the report has not yet been approved in its final form and there will probably be some substantial changes made in it.

If Mr. Kolb, Superintendent of our Department of Industrial Relations, can be of any assistance to you in this connection, I hope you will have no hesitation in calling on him.

With kind regards, I am

Very truly yours,

Commissioner.

HDS:MG

2184

Link-Belt Company
Executive Offices
Chicago

Nov. 27, 1934

Mr. Homer D. Sayre, Commissioner,
National Metal Trades Association,
Peoples Gas Building,
Chicago, Illinois.

Dear Homer:—

I have been asked as a member of the Subcommittee of the Durable Goods Industries Committee, to review social security projects of the Administration, and particularly to make recommendations on unemployment insurance.

Your circular letter of November 24th indicates that you have some data on hand which is being studied by your Industrial Relations Committee. Would it be possible for me to get the ideas of the Committee some time within the next week or ten days?

Very truly yours,

(signed) George P. Torrence.

GPT-H

2185

March 16, 1934

Mr. A. Kauffmann,
Link-Belt Company,
300 W. Pershing Road,
Chicago, Ill.

Dear Mr. Kauffmann:

I was glad to receive your letter of March 15th with the suggestions you made. You expressed a good thought, and we will try to do our best to get the type of program and speakers which will draw a real attendance to our New York Convention.

With kind regards, I am

Very truly yours,

Commissioner.

HDS:FW

2186 (Letterhead of Link-Belt Company, Chicago.)

March 15, 1934

Mr. Homer Sayre, Commissioner
National Metal Trades Association
122 So. Michigan Avenue
Chicago, Illinois

Dear Homer:

The first notice of the Annual Convention which will be held April 25th and 26th came to my desk today. It is of course no affair of mine and I should not inject myself into your work, but it just occurred to me that in these days when we are all "loaded up to the gills" and we are expected to attend meetings, here, there and everywhere, the fellow that will get the attendance is the one that is going to offer the best bait, so I hope that at this Annual Convention the National Metal Trades will pick out subjects and speakers which will be so instructive and interesting that none of us can afford to stay away.

Please take this only for what it is worth—it is not sent with any idea of criticism.

Yours very truly,

(signed) Al Kauffmann

Vice President.

AK-w

1334

Board Exhibit No. 18.

2187

March 1, 1934

Mr. George Torrence
Link-Belt Company
910 S. Michigan Avenue
Chicago, Illinois

My dear George:

Please accept my thanks for your letter of the 28th with the enclosed copy of your letter to Mr. O'Leary, which I have read with a great deal of interest.

Very truly yours,

Commissioner.

HDS:FG

2188 (Letterhead of Link-Belt Company, Chicago.)

July 18, 1933

National Metal Trades Association,
122 South Michigan Avenue,
Chicago, Illinois.

Att'n—Mr. Harry S. Flynn

Gentlemen:

The seven copies of the National Recovery Act were received by Mr. Kauffman this morning, for which we thank you.

Yours very truly,

Link-Belt Company

(Signed) E. B. Vickers,

Secretary to Mr. Kauffman.

EBV/w

2189

July 15, 1933

Mr. Alfred Kauffmann, V. P.
Link-Belt Company
300 W. Pershing Road
Chicago, Illinois

Dear Mr. Kauffmann:

In accordance with the request contained in your letter of July 14th addressed to Mr. Nyhan, we are sending you under separate cover seven copies of the National Industrial Recovery Act. There is no charge for these.

Very truly yours,

National Metal Trades Association.

HF:MG

2190 (Letterhead of Link-Belt Company, Chicago.)

July 14, 1933

National Metal Trades Association
122 South Michigan Avenue
Chicago, Illinois
Attn: Mr. J. E. Nyhan, National Secretary

Gentlemen:

We would appreciate it very much if you would send immediately to me at this address seven copies of the Industrial Recovery Act HR-5755. Whatever the charges, bill to us and we will send you check.

We completed yesterday with our Shop Board elections and one of the first things I want to do is to place in the hands of every one of these men a copy of the Act so they can read it and familiarize themselves with it.

Very truly yours,

(signed) Alfred Kauffmann

Vice-President.

ak-v

2191

June 10, 1933

Mr. Alfred Kauffmann,
Link-Belt Company,
300 W. Pershing Road,
Chicago, Illinois

Dear Mr. Kauffmann:

Thank you for your letter of June 9th.

I am glad that you were in attendance at the Convention, and appreciate the reaction which you gave expression to.

I would not say that you were a flop as a Committeeman, as you were Chairman of the Committee whose function is very largely creating and making those present feel at home. You do that naturally, so that your presence was a fulfillment of your Committee function. It just happened that you were not there at the time your Committee made its report expressing appreciation for all influences that were at work making for the success of the Convention, but Mr. W. G. Jones, of your Committee, presented the one minute report.

Thank you for your expressions regarding the way the program was operated. You know enough about operat-

1336

Board Exhibit No. 18-A.

ing conventions to realize that the whole crew pulled together, and that is what counts.

With kind regards, I am

Very truly yours,

Commissioner.

HDS:NW

2192 (Letterhead of Link-Belt Company, Chicago.)

June 9, 1933

Mr. Homer D. Sayre, Commissioner
National Metal Trades Association
Peoples Gas Building
Chicago, Illinois

Dear Homer:

I don't want to close the book on the National Metal Trades Convention and Banquet without letting you know that I think was as good and well managed a meeting as we have ever had. As a committeeman I guess I was a flop, I had a badge all right but no work to do.

However I enjoyed all the talks, especially our "dirt-farmer" friend Mr. Howard who spoke at the banquet. I have never seen a chap of Howard's make-up get up at a banquet like ours last night and hold his audience right to the last moment. You could hear a pin drop from the time he started until he finished and there was a lot of good sound stuff in the things he said.

I congratulate you and your crew for the efficient manner in which the whole thing was put over.

With kindest regards,

Cordially yours,
(signed) Al Kauffman

ak-v

Visit the Link-Belt Exhibit at A Century of Progress,
Chicago

2193

BOARD EXHIBIT 18-A.

Some Questions and Answers Concerning the Wagner Act.
(National Labor Relations Act)

Question: Does the Wagner Act require anyone to join a labor union?

Answer: No. It does not place any obligation of any

kind upon any employe. It leaves every employe a free agent to do as he pleases.

Question: Does the Wagner Act permit an employe to deal as an individual directly with his employer.

Answer: Yes. The Wagner Act leaves each employe a free agent to do as he pleases.

Question: Does the Wagner Act require any employer to make an agreement with any labor union under any circumstances?

Answer: No. The Supreme Court of the United States has held:

"The Act does not compel agreements between employers and employes. It does not compel any agreement whatever."

Question: Does the Act permit collective bargaining through representatives other than C. I. O. or A. F. of L. representatives?

Answer: Yes. Employes may bargain collectively with their employer through whatever representatives they choose.

But if any employes' representatives represent a majority of the employes in any unit, those representatives are the exclusive bargaining representatives for that unit.

Question: Does the Wagner Act prohibit the employer's assisting any labor organization?

Answer: It does.

Question: Does the Wagner Act prohibit or disfavor the "open shop"?

Answer: No. The Wagner Act does not prohibit or disfavor the "open shop."

Question: Does the Wagner Act require or favor the "closed shop"?

Answer: No. The Wagner Act does not require or favor the "closed shop."

Question: Does the Wagner Act require an employer to hire or continue a man in his employ because he is a union man?

Answer: No. The Supreme Court of the United States has held:

"The Act does not interfere with the normal exercise of the right of the employer to select his employees or discharge them. The employer may not, under the cover of that right 'intimidate or coerce its employees with respect to their self-organization and representation, and, on the other hand, the Board is not entitled to make its authority a pretext for interference with the right of discharge when that right is exercised for other reasons than such intimidation or coercion."

Question: Does the Wagner Act require an employer to bargain collectively with representatives of his employees?

Answer: Yes. The Act requires the employer to bargain collectively with representatives of his employees, if and when they have chosen representatives. It does not require the employer to agree with those employees' representatives or to enter into any contract with the employees' representatives.

Question: Does the Wagner Act permit employee representation plans or plant unions?

Answer: Employee representation plans and plant unions are recognized by the Act and there is no distinction made in the Act between such employee organizations on the one hand and outside labor unions on the other hand.

Question: Why has the Wagner Act caused employers to give up their support and assistance to employee representation plans or plant unions?

Answer: Because the Wagner Act prohibits any employer from giving support or assistance to any employee organization or labor union of any kind.

Employee representation plans or plant unions must hereafter operate entirely free from any support or assistance of any kind from the employer, and this is true also of any other labor organization or labor union of any kind.

The employer must keep "hands off" of any employee organization or union of any kind.

Every employee organization or union of any kind must operate entirely independently and entirely without assistance or support of any kind from the employer.

2194

BOARD EXHIBIT No. 19.

Bill of Material
Written by

LINK-BELT COMPANY

Appr. by

General Dwg. Sheet Issued To be Shipped

5/25/37

Erect Dwg. Sheet No. No. Sheets Order No.
4 10 OK1214-R

| Order No. and Item or Part No. | Quantity | Part. No. | Material | Name and Description | Detail Dwgs. Where Assemb. Dwgs. Used | Weight | From | To | Material Rec'd |
|-----------------------------------|----------|--------------|----------|---|--|--------|------|----|-------------------|
| OK1214 R18 | | | | 12 Volt Lighting (Illegible) K480 Battery Box Complete Stock Item RK369 S/DK 5 25 37 | | | | | |
| OK1214 R19 | 2 | | | Sponge Rubber Strips 8" x 2" x 1" A.C.E. Shop Stock Item R18. S/DK 5 25 37 | R18 | | S | DK | |
| OK1214 R20 | 2 | | | Battery Terminals #726 Duplex Elbow Type S/DK 5 25 37 | Battery | | S | DK | |
| R21 | 3 | | | ML Bolts 3/8" x 2" LG. AM HY OP H N | R18 | | DK | DK | |
| R22 | 3 | | | Out Washers 3/8" | | | DK | DK | |
| R23 | 3 | | | Lock Washers 3/8" | | | DK | DK | |
| OK1214 R24 | 1 | | | Storage Battery Hilde 6 X OK-21-3-R Electric Storage Battery Co. B53309 Vendor No. X 5/25 Rush. B/T 5 25 37 | | | DK | DK | |
| | | | | CW DD DK DCE DT I-TML | R18 | | B | T | |

Copies Number
Required Dept.

AP DF DW CW DZ DME DD DE DK DCE DT DC OC

Board Exhibit No. 19.

1339

1340

Board Exhibits.

2195

BOARD EXHIBIT No. 20.

**Business Meeting of the
I. U. of C.**

At

**Lithuanian Auditorium
3133 So. Halsted St.,
Tuesday, June 1st, at 7:30 P. M.
Be Sure and Be There.**

2196

BOARD EXHIBIT No. 21.

Under the rules and regulations of the "Independent Union of Craftsmen," girl members as a group are entitled to select a steward, (their representative).

In order to facilitate election of this steward, please indicate your choice on this

"Primary Ballot"

Indicate your selection

The three candidates holding the highest number of votes will be eligible for the final election from which one will be voted on to act in this capacity.

2197

BOARD EXHIBIT NO. 22.

**Meeting of the
Ind. Union of Craftsmen
at**

**Lithuanian Auditorium
3133 So. Halsted St.
Thursday, April 22, 1937 at 5:30 P. M.**

2198

BOARD EXHIBIT No. 23.

July 30, 1937.

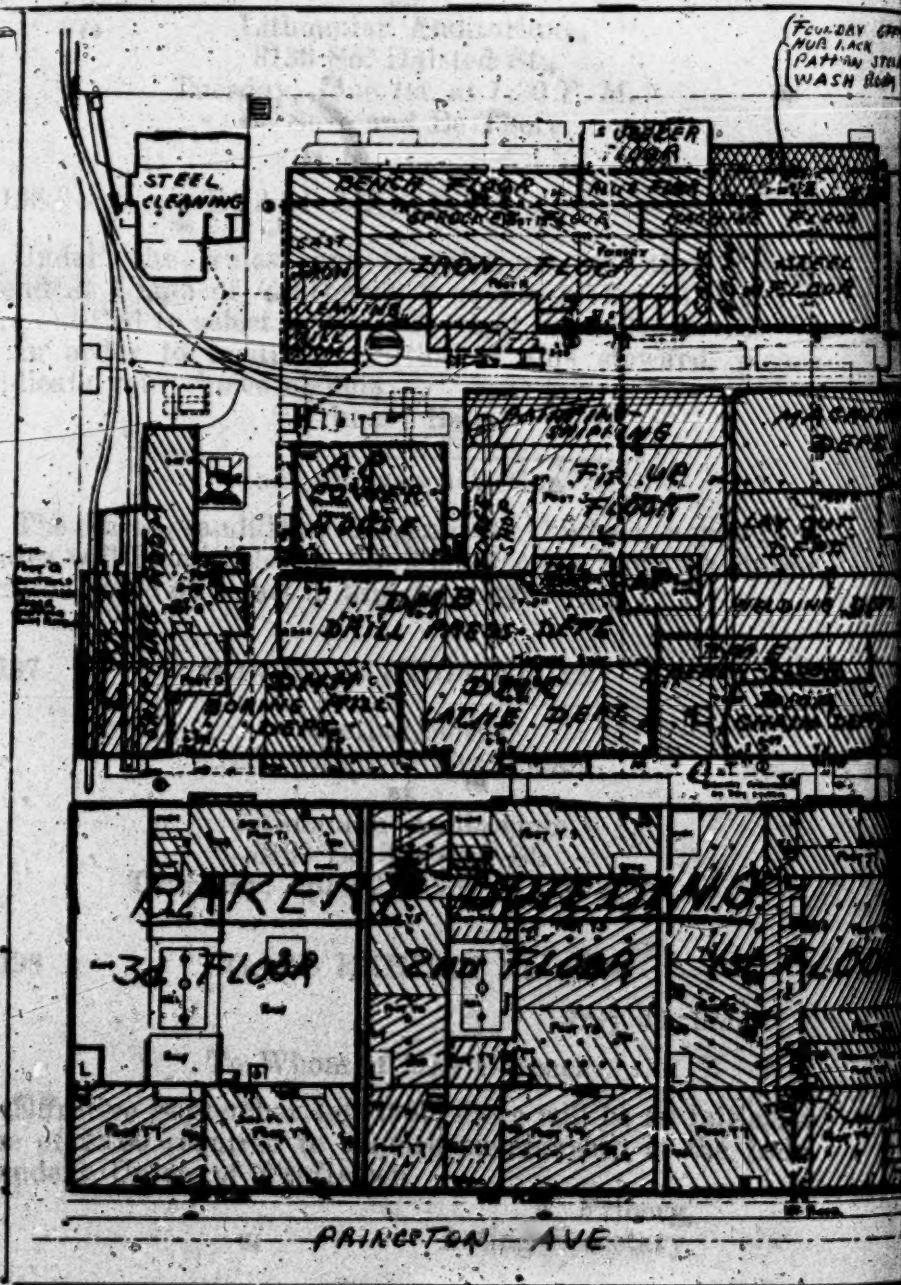
To Whom It May Concern

Effective September 1st, 1937, there will be an initiation fee of \$3.00 required to acquire membership in the Independent Union of Craftsmen.

**A. Friberg,
Acting Secretary.**

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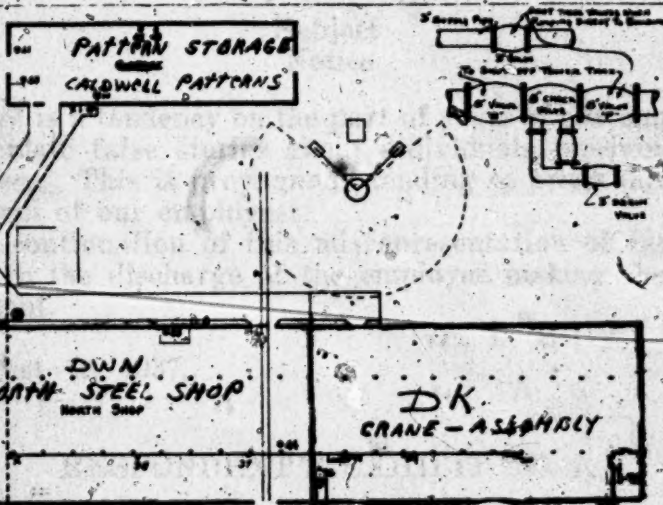
1342



Tightly Bound

1343

Respondent's Exhibit 1



| SYMBOLS IN DRAWING | FIRE STATUSES & SIGNALS |
|------------------------|-------------------------|
| 1. Main Entrance/Exit | 1. Fire Alarm |
| 2. Main Entrance/Exit | 2. Fire Alarm |
| 3. Main Entrance/Exit | 3. Fire Alarm |
| 4. Main Entrance/Exit | 4. Fire Alarm |
| 5. Main Entrance/Exit | 5. Fire Alarm |
| 6. Main Entrance/Exit | 6. Fire Alarm |
| 7. Main Entrance/Exit | 7. Fire Alarm |
| 8. Main Entrance/Exit | 8. Fire Alarm |
| 9. Main Entrance/Exit | 9. Fire Alarm |
| 10. Main Entrance/Exit | 10. Fire Alarm |
| 11. Main Entrance/Exit | 11. Fire Alarm |
| 12. Main Entrance/Exit | 12. Fire Alarm |
| 13. Main Entrance/Exit | 13. Fire Alarm |
| 14. Main Entrance/Exit | 14. Fire Alarm |
| 15. Main Entrance/Exit | 15. Fire Alarm |
| 16. Main Entrance/Exit | 16. Fire Alarm |
| 17. Main Entrance/Exit | 17. Fire Alarm |
| 18. Main Entrance/Exit | 18. Fire Alarm |
| 19. Main Entrance/Exit | 19. Fire Alarm |
| 20. Main Entrance/Exit | 20. Fire Alarm |

AP-PLANNING ROOM

L. H. B. COMPANY - 27th St. - Chicago
 FIRE PROTECTION DRAWING-1127
 SCALE - 3/4" = 1' - DRAWN BY: L. H. B. COMPANY
 APPROVED BY: L. H. B. COMPANY
 W. 123-

Blank Page

2200

RESPONDENT EXHIBIT No. 2.

Link-Belt Company
Interoffice Communication

To

Date

300 W. Pershing Road

Chicago Plant
Chicago

Subject
Notice

There is a tendency on the part of some of our employees to circulate false stories about individuals receiving pay increases. This is propaganda tending to break down the good will of our employees.

The continuation of this misrepresentation of fact will result in the discharge of the employee making the false statement.

E. L. Berry.

August 12, 1937.

2201

RESPONDENT'S EXHIBIT NO. 3.

A special meeting of Employees Board was called on the 19th of April 1937 at 8:15 a. m.

Following the dictates of the Wagner Bill the employees board; after an unanimous vote for disbandment of said board and mutually agreed to by the management of Link-Belt Company do this 19th day of April disband said board.

Employees Board.

For Employees Board.

For Link-Belt Company.

H. B. Froling
H. J. Brucks
F. F. Lackhouse
W. J. Greenlee
Walter Bailey
Jack Litster
4-19-37

E. L. Berry
4-19-37

1346

Respondent's Exhibit No. 4.

RESPONDENT'S EXHIBIT No. 4

2202

Summary of Iron Foundry

Chicago Plant

January 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|---------|
| | Expense | Per Ton | Year to Date | Per Ton |
| Total Iron Melted..... | 7418.93 | 20.09 | | |
| Core Room..... | 1460.91 | 3.96 | | |
| Moulding..... | 4288.70 | 11.61 | | |
| Total Direct Labor..... | 5749.61 | 15.57 | | |
| 30 Pattern Storage & Repair..... | 1733.86 | 4.70 | | |
| 31 Core Room..... | 1653.19 | 4.48 | | |
| 32 Moulding..... | 9319.35 | 25.24 | | |
| 33 Melting..... | 2826.60 | 7.66 | | |
| 34 Cleaning & Grinding..... | 534.75 | 14.52 | | |
| Total Foundry Expense..... | 20894.75 | 56.60 | | |
| 49 Foundry Supervision..... | 3795.71 | 10.28 | | |
| Total..... | 37859.00 | 102.54 | | |
| Average Cost of Castings per Lb..... | | .051 | | |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|--------------|
| | Tons | Percent | Year to Date | Tons Percent |
| Weight of Good Castings..... | 369.198 | 70.9% | | |
| Weight of Gates & Sprues..... | 96.204 | 18.5 | | |
| Weight of Bad Castings..... | 42.149 | 8.1 | | |
| Weight of Shrinkage..... | 12.868 | 2.5 | | |
| Total Weight of Metal Melted..... | 520.419 | 100.0% | | |

Respondent's Exhibit No. 4.

1347

2203

Summary of Iron Foundry

Chicago Plant

February 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 7811 37 | 19 92 | 7615 15 | 20 01 |
| Core Room..... | 1524 32 | 3 89 | 1492 62 | 3 92 |
| Moulding..... | 4237 95 | 10 81 | 4263 33 | 11 20 |
| Total Direct Labor..... | 5762 27 | 14 70 | 5755 95 | 15 12 |
| 30 Pattern Storage & Repair..... | 2030 28 | 5 18 | 1882 07 | 4 94 |
| 31 Core Room..... | 1264 32 | 3 23 | 1458 75 | 3 83 |
| 32 Moulding..... | 8377 33 | 21 37 | 8848 34 | 23 25 |
| 33 Melting..... | 2005 45 | 5 12 | 2416 03 | 6 35 |
| 34 Cleaning & Grinding..... | 5738 82 | 14 64 | 5550 28 | 14 58 |
| Total Foundry Expense..... | 19416 20 | 49 54 | 20155 47 | 52 95 |
| 49 Foundry Supervision..... | 5461 17 | 13 92 | 4628 43 | 12 16 |
| Total..... | 38451 01 | 98 08 | 38155 00 | 100 24 |
| Average Cost of Castings per Lb..... | | .049 | | .050 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 392.059 | 74.2% | 380.628 | 72.6% |
| Weight of Gates & Sprues..... | 78.918 | 14.9 | 87.561 | 16.7 |
| Weight of Bad Castings..... | 47.191 | 8.9 | 44.670 | 8.5 |
| Weight of Shrinkage..... | 10.397 | 2.0 | 11.633 | 2.2 |
| Total Weight of Metal Melted..... | 528.565 | 100.0% | 524.492 | 100.0% |

\$1023 loss on melted Iron.

1348

Respondent's Exhibit No. 4.

2204

Summary of Iron Foundry

Chicago Plant

March 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 8196 18 | 18 12 | 7808 83 | 19 30 |
| Core Room..... | 1848 87 | 4 09 | 1611 37 | 3 98 |
| Moulding..... | 5498 99 | 12 16 | 4675 21 | 11 58 |
| Total Direct Labor..... | 7347 86 | 16 25 | 6286 58 | 15 54 |
| 30 Pattern Storage & Repair..... | 2241 95 | 4 96 | 2002 03 | 4 95 |
| 31 Core Room..... | 2284 88 | 5 05 | 1734 13 | 4 29 |
| 32 Moulding..... | 9483 44 | 20 96 | 9060 04 | 22 40 |
| 33 Melting..... | 3993 06 | 8 83 | 2941 70 | 7 27 |
| 34 Cleaning & Grinding..... | 6354 08 | 14 05 | 5818 22 | 14 38 |
| Total Foundry Expense..... | 24357 41 | 53 85 | 21556 12 | 53 29 |
| 49 Foundry, Supervision..... | 5676 24 | 12 55 | 4977 71 | 12 31 |
| Total..... | 45577 69 | 100 77 | 40629 24 | 100 44 |
| Average Cost of Castings per Lb..... | | .050 | | .050 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 452.330 | 72.5% | 404.529 | 72.6% |
| Weight of Gates & Sprues..... | 140.026 | 22.5 | 105.049 | 18.8 |
| Weight of Bad Castings..... | 30.632 | 4.9 | 39.890 | 7.2 |
| Weight of Shrinkage..... | .587 | .1 | 7.941 | 1.4 |
| Total Weight of Metal Melted..... | 623.545 | 100.0% | 557.509 | 100.0% |

Respondent's Exhibit No. 4.

1349

2205

Summary of Iron Foundry

Chicago Plant

April 1937

| | This Month | | Average This Year to Date | |
|--------------------------------------|------------|---------|---------------------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 9000 41 | 18 00 | 8106 72 | 19 58 |
| Core Room..... | 2249 84 | 5 08 | 1770 99 | 4 28 |
| Moulding..... | 5658 97 | 12 78 | 4921 15 | 11 88 |
| Total Direct Labor..... | 7908 81 | 17 86 | 6692 14 | 16 16 |
| 30 Pattern Storage & Repair..... | 3148 10 | 7 11 | 2288 55 | 5 53 |
| 31 Core Room..... | 2121 58 | 4 79 | 1830 99 | 4 42 |
| 32 Moulding..... | 10729 06 | 24 23 | 9477 30 | 22 89 |
| 33 Melting..... | 3561 48 | 8 04 | 3096 64 | 7 48 |
| 34 Cleaning & Grinding..... | 6674 16 | 15 07 | 6032 19 | 14 57 |
| Total Foundry Expense..... | 26234 38 | 59 24 | 22725 67 | 54 89 |
| 49 Foundry Supervision..... | 6289 35 | 14 20 | 5305 63 | 12 81 |
| Total..... | 49432 95 | 111 63 | 42830 16 | 103 44 |
| Average Cost of Castings per Lb..... | | .056 | | .051 |

| | This Month | | Average This Year to Date | |
|-----------------------------------|------------|---------|---------------------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 442.809 | 72.8% | 414.099 | 72.6% |
| Weight of Gates & Sprues..... | 124.920 | 20.5 | 110.017 | 19.3 |
| Weight of Bad Castings..... | 40.888 | 6.7 | 40.215 | 7.1 |
| Weight of Shrinkage..... | .058 | — | 5.970 | 1.0 |
| Total Weight of Metal Melted..... | 608.675 | 100.0% | 570.301 | 100.0% |

1350

Respondent's Exhibit No. 4.

2206

Summary of Iron Foundry

Chicago Plant

May 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|-----------------|
| | Expense | Per Ton | Year to Date | Expense Per Ton |
| Total Iron Melted..... | 8127 35 | 20.61 | 8110 85 | 19 78 |
| Core Room..... | 1825 38 | 4 63 | 1731 86 | 4 34 |
| Moulding..... | 5379 56 | 13 64 | 5012 83 | 12 22 |
| Total Direct Labor..... | 7204 94 | 18 27 | 6794 69 | 16 56 |
| 30 Pattern Storage & Repair..... | 1995 44 | 5 06 | 2229 93 | 5 44 |
| 31 Core Room..... | 1835 10 | 4 65 | 1831 81 | 4 47 |
| 32 Moulding..... | 9655 27 | 24 49 | 9512 89 | 23 19 |
| 33 Melting..... | 3040 88 | 7 71 | 3085 49 | 7 52 |
| 34 Cleaning & Grinding..... | 5676 73 | 14 40 | 5661 11 | 14 53 |
| Total Foundry Expense..... | 22203 42 | 56 31 | 22621 23 | 55 16 |
| 49 Foundry Supervision..... | 5943 96 | 15 07 | 5433 29 | 13 25 |
| Total..... | 43479 67 | 110 28 | 42060 06 | 104 74 |
| Average Cost of Castings per Lb..... | | .055 | | .052 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|--------------|
| | Tons | Percent | Year to Date | Tons Percent |
| Weight of Good Castings..... | 394.307 | 72.8% | 410.141 | 72.6% |
| Weight of Gates & Sprues..... | 117.743 | 21.7 | 111.562 | 19.8 |
| Weight of Bad Castings..... | 29.020 | 5.4 | 37.976 | 6.7 |
| Weight of Shrinkage..... | .524 | .1 | 4.881 | .9 |
| Total Weight of Metal Melted..... | 541.594 | 100.0% | 564.560 | 100.0% |

Respondent's Exhibit No. 4.

1351

2207

Summary of Iron Foundry,

Chicago Plant

June 1937

| | This Month | | Average This Year to Date | |
|--------------------------------------|------------|---------|---------------------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 8805 92 | 21 32 | 8228 69 | 20 03 |
| Core Room..... | 1836 59 | 4 45 | 1790 99 | 4 36 |
| Moulding..... | 5683 54 | 13 76 | 5124 62 | 12 48 |
| Total Direct Labor..... | 7520 13 | 18 21 | 6915 61 | 16 84 |
| 30 Pattern Storage & Repair..... | 2100 64 | 5 09 | 2208 38 | 3 38 |
| 31 Core Room..... | 1826 30 | 4 42 | 1830 90 | 4 46 |
| 32 Moulding..... | 10508 57 | 25 44 | 9678 83 | 23 57 |
| 33 Melting..... | 3478 96 | 8 42 | 3151 07 | 7 67 |
| 34 Cleaning & Grinding..... | 6831 04 | 16 54 | 6106 09 | 14 87 |
| Total Foundry Expense..... | 24745 51 | 59 91 | 22975 27 | 55 95 |
| 49 Foundry Supervision..... | 5762 36 | 13 95 | 5488 13 | 13 37 |
| Total..... | 46833 92 | 113 39 | 43605 70 | 106 19 |
| Average Cost of Castings per Lb..... | | .056 | | .053 |

| | This Month | | Average This Year to Date | |
|-----------------------------------|------------|---------|---------------------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 413.014 | 70.6% | 410.619 | 72.2% |
| Weight of Gates & Sprues..... | 135.413 | 23.2 | 115.537 | 20.3 |
| Weight of Bad Castings..... | 33.747 | 5.8 | 37.271 | 6.6 |
| Weight of Shrinkage..... | 2.787 | 4 | 4.532 | 9 |
| Total Weight of Metal Melted..... | 584.961 | 100.0% | 567.959 | 100.0% |

1352

Respondent's Exhibit No. 4.

2208

Summary of Iron Foundry

Chicago Plant

July 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|-----------------|
| | Expense | Per Ton | Year to Date | Expense Per Ton |
| Total Iron Melted..... | 5987 14 | 20 46 | 7906 76 | 20 08 |
| Core Room..... | 1871 74 | 6 40 | 1802 52 | 4 58 |
| Moulding..... | 4830 94 | 16 50 | 5082 67 | 12 90 |
| Total Direct Labor..... | 6702 68 | 22 90 | 6885 19 | 17 48 |
| 30 Pattern Storage & Repair..... | 2444 32 | 8 35 | 2242 08 | 5 69 |
| 31 Core Room..... | 1705 23 | 5 83 | 1812 94 | 4 61 |
| 32 Moulding..... | 11335 48 | 38 74 | 9915 50 | 25 18 |
| 33 Melting..... | 2615 19 | 8 94 | 3074 52 | 7 81 |
| 34 Cleaning & Grinding..... | 6668 90 | 22 79 | 6186 49 | 15 71 |
| Total Foundry Expense..... | 24769 12 | 84 65 | 23231 53 | 59 00 |
| 49 Foundry Supervision..... | 4038 94 | 13 80 | 5281 10 | 13 41 |
| Total..... | 41497 88 | 141 81 | 43304 58 | 109 97 |
| Average Cost of Castings per Lb..... | | .070 | | .055 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|--------------|
| | Tons | Percent | Year to Date | Tons Percent |
| Weight of Good Castings..... | 292.62 | 68.6% | 393.763 | 71.9% |
| Weight of Gates & Sprues..... | 102.56 | 24.0 | 113.684 | 20.8 |
| Weight of Bad Castings..... | 30.36 | 7.1 | 36.285 | 6.6 |
| Weight of Shrinkage..... | 1.37 | .3 | 4.081 | .7 |
| Total Weight of Metal Melted..... | 426.93 | 100.0% | 547.813 | 100.0% |

Respondent's Exhibit No. 4.

1353

2209

Summary of Iron Foundry

Chicago Plant

August 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 7005 89 | 16 90 | 7794 15 | 19 66 |
| Core Room..... | 2008 69 | 4 85 | 1828 29 | 4 61 |
| Moulding..... | 5584 37 | 13 47 | 5145 38 | 12 98 |
| Total Direct Labor..... | 7593 06 | 18 32 | 6973 67 | 17 59 |
| 30 Pattern Storage & Repair..... | 2192 64 | 5 29 | 2235 90 | 5 64 |
| 31 Core Room..... | 1850 68 | 4 46 | 1817 66 | 4 59 |
| 32 Moulding..... | 11113 76 | 26 81 | 10065 29 | 25 39 |
| 33 Melting..... | 3259 17 | 7 86 | 3097 60 | 7 82 |
| 34 Cleaning & Grinding..... | 7119 43 | 17 18 | 6303 12 | 15 90 |
| Total Foundry Expense..... | 25535 68 | 61 60 | 23519 57 | 59 34 |
| 49 Foundry Supervision..... | 5788 82 | 13 98 | 5344 55 | 13 48 |
| Total..... | 45923 45 | 110 80 | 43631 94 | 110 08 |
| Average Cost of Castings per Lb..... | | .055 | | .055 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 414.472 | 74.8% | 396.352 | 72.3% |
| Weight of Gates & Sprues..... | 94.426 | 17.1 | 111.277 | 20.3 |
| Weight of Bad Castings..... | 43.739 | 7.9 | 37.217 | 6.8 |
| Weight of Shrinkage..... | 1.219 | .2 | 3.723 | .6 |
| Total Weight of Metal Melted..... | 553.856 | 100.0% | 548.569 | 100.0% |

1354

Respondent's Exhibit No. 4.

2210

Summary of Iron Foundry

Chicago Plant

September 1937

| | This Month | | Average This | |
|---------------------------------------|------------|---------|--------------|-----------------|
| | Expense | Per Ton | Year to Date | Expense Per Ton |
| Total Iron Melted | 5422 97 | 13 73 | 7530 68 | 19 01 |
| Core Room | 2090 71 | 5 29 | 1857 45 | 4 69 |
| Moulding | 5965 04 | 15 10 | 5236 45 | 13 22 |
| Total Direct Labor | 8055 75 | 20 39 | 7093 90 | 17 91 |
| 30 Pattern Storage & Repair | 2269 46 | 5 75 | 2239 68 | 5 66 |
| 31 Core Room | 1949 68 | 4 94 | 1832 33 | 4 62 |
| 32 Moulding | 11104 30 | 28 11 | 10180 72 | 25 70 |
| 33 Melting | 2785 70 | 7 05 | 3062 94 | 7 73 |
| 34 Cleaning & Grinding | 6807 24 | 17 23 | 6359 13 | 16 05 |
| Total Foundry Expense | 24916 38 | 63 08 | 23674 75 | 59 75 |
| 49 Foundry Supervision | 6879 69 | 17 41 | 5515 14 | 13 92 |
| Total | 45274 79 | 114 61 | 43814 47 | 110 59 |
| Average Cost of Castings per Lb. | | .057 | | .055 |

| | This Month | | Average This | |
|------------------------------------|------------|---------|--------------|--------------|
| | Tons | Percent | Year to Date | Tons Percent |
| Weight of Good Castings | 395 018 | 75.0% | 396 203 | 72.5% |
| Weight of Gates & Sprues | 99 518 | 18.9 | 109 970 | 20.1 |
| Weight of Bad Castings | 31 466 | 6.0 | 36 577 | 6.7 |
| Weight of Shrinkage | 596 | .1 | 3 376 | .7 |
| Total Weight of Metal Melted | 526 598 | 100.0% | 546 126 | 100.0% |

2211

Summary of Iron Foundry

Chicago Plant

October 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 6949 96 | 20 83 | 7472 66 | 19 16 |
| Core Room..... | 1932 20 | 5 79 | 1864 93 | 4 78 |
| Moulding..... | 5109 93 | 15 32 | 5223 80 | 13 40 |
| Total Direct Labor..... | 7042 13 | 21 11 | 7088 73 | 18 18 |
| 30 Pattern Storage & Repair..... | 3144 93 | 9 43 | 2330 10 | 5 98 |
| 31 Core Room..... | 2121 86 | 6 36 | 1861 28 | 4 77 |
| 32 Moulding..... | 10238 11 | 30 69 | 10186 47 | 26 12 |
| 33 Melting..... | 2633 60 | 7 89 | 3020 01 | 7 74 |
| 34 Cleaning & Grinding..... | 5410 70 | 16 22 | 6264 29 | 16 06 |
| Total Foundry Expense..... | 23549 20 | 70 59 | 23662 21 | 60 67 |
| 49 Foundry Supervision..... | 4599 76 | 13 79 | 5423 60 | 13 91 |
| Total..... | 42141 05 | 126 32 | 53647 14 | 111 92 |
| Average Cost of Castings per Lb..... | | .063 | | .055 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 333.586 | 71.6% | 389.942 | 72.5% |
| Weight of Gates & Sprues..... | 101.362 | 21.8 | 109.109 | 20.3 |
| Weight of Bad Castings..... | 29.919 | 6.4 | 35.912 | 6.7 |
| Weight of Shrinkage..... | .876 | .2 | 3.126 | .5 |
| Total Weight of Metal Melted..... | 465.743 | 100.0% | 538.089 | 100.0% |

1356

Respondent's Exhibit No. 4.

2212

Summary of Iron Foundry

Chicago Plant

November 1937

| | This Month | | Average This Year to Date | |
|--------------------------------------|------------|---------|---------------------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 5838 59 | 20 66 | 7324 06 | 19 26 |
| Core Room..... | 1138 94 | 4 03 | 1798 93 | 4 73 |
| Moulding..... | 3367 31 | 11 91 | 5055 03 | 13 30 |
| Total Direct Labor..... | 4506 25 | 15 94 | 6853 96 | 18 03 |
| 30 Pattern Storage & Repair..... | 2412 71 | 8 53 | 2337 67 | 6 15 |
| 31 Core Room..... | 2648 36 | 9 37 | 1932 83 | 5 08 |
| 32 Moulding..... | 12457 07 | 44 07 | 10392 89 | 27 34 |
| 33 Melting..... | 2722 07 | 9 63 | 2992 92 | 7 87 |
| 34 Cleaning & Grinding..... | 5189 72 | 18 36 | 6166 60 | 16 22 |
| Total Foundry Expense..... | 25429 93 | 89 96 | 23822 91 | 62 66 |
| 49 Foundry Supervision..... | 4805 00 | 16 99 | 5367 36 | 14 12 |
| Total..... | 40579 77 | 143 55 | 43368 29 | 114 07 |
| Average Cost of Castings per Lb..... | | .071 | | .057 |

| | This Month | | Average This Year to Date | |
|-----------------------------------|------------|---------|---------------------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 282.674 | 68.1% | 380.190 | 72.2% |
| Weight of Gates & Sprues..... | 101.065 | 24.4 | 108.378 | 20.6 |
| Weight of Bad Castings..... | 24.430 | 5.9 | 34.868 | 6.6 |
| Weight of Shrinkage..... | 6.734 | 1.6 | 3.454 | .6 |
| Total Weight of Metal Melted..... | 414.903 | 100.0% | 526.890 | 100.0% |

2213

Summary of Iron Foundry

Chicago Plant

December 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|-----------------|
| | Expense | Per Ton | Year to Date | Expense Per Ton |
| Total Iron Melted..... | 5875 20 | 20 76 | 7203 33 | 19 36 |
| Core Room..... | 1179 60 | 4 17 | 1747 32 | 4 70 |
| Moulding..... | 4310 71 | 15 23 | 4993 00 | 13 42 |
| Total Direct Labor..... | 5490 31 | 19 40 | 6740 32 | 18 12 |
| 30 Pattern Storage & Repair..... | 2940 83 | 10 39 | 2387 93 | 6 42 |
| 31 Core Room..... | 1447 15 | 5 11 | 1892 36 | 5 08 |
| 32 Moulding..... | 7719 24 | 27 27 | 10170 08 | 27 33 |
| 33 Melting..... | 2447 99 | 8 65 | 2947 51 | 7 92 |
| 34 Cleaning and Grinding..... | 4429 76 | 15 65 | 6021 86 | 16 18 |
| Total Foundry Expense..... | 18984 97 | 67 07 | 23419 74 | 62 93 |
| 49 Foundry Supervision..... | 827 85 | 2 92 | 4989 07 | 13 41 |
| Total..... | 31178 33 | 110 15 | 42352 46 | 113 82 |
| Average Cost of Castings per Lb..... | | .055 | | .056 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|--------------|
| | Tons | Percent | Year to Date | Tons Percent |
| Weight of Good Castings..... | 283.062 | 71.5% | 372.096 | 72.1% |
| Weight of Gates & Sprues..... | 69.677 | 17.6 | 105.153 | 20.4 |
| Weight of Bad Castings..... | 32.030 | 8.1 | 34.632 | 6.7 |
| Weight of Shrinkage..... | 11.005 | 2.8 | 4.083 | .8 |
| Total Weight of Metal Melted..... | 395.774 | 100.0% | 515.964 | 100.0% |

2214

Summary of Iron Foundry

Chicago Plant

January 1938

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|-----------------|
| | Expense | Per Ton | Year to Date | Expense Per Ton |
| Total Iron Melted..... | 3930 03 | 18 88 | | |
| Core Room..... | 848 24 | 4 07 | | |
| Moulding..... | 3296 31 | 15 84 | | |
| Total Direct Labor..... | 4144 55 | 19 91 | | |
| 30 Pattern Storage & Repair..... | 2365 18 | 11 36 | | |
| 31 Core Room..... | 1486 42 | 7 14 | | |
| 32 Moulding..... | 8840 32 | 42 48 | | |
| 33 Melting..... | 2152 77 | 10 34 | | |
| 34 Cleaning & Grinding..... | 3897 10 | 18 73 | | |
| Total Foundry Expense..... | 18741 79 | 90 05 | | |
| 49 Foundry Supervision..... | 3567 12 | 17 15 | | |
| Total..... | 30383 49 | 145 99 | | |
| Average Cost of Castings per Lb..... | | .073 | | |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|--------------|
| | Tons | Percent | Year to Date | Tons Percent |
| Weight of Good Castings..... | 208.114 | 69.0% | | |
| Weight of Gates & Sprues..... | 73.528 | 24.4 | | |
| Weight of Bad Castings..... | 19.132 | 6.3 | | |
| Weight of Shrinkage..... | .750 | .3 | | |
| Total Weight of Metal Melted..... | 301.524 | 100.0% | | |

2215

Summary of Iron Foundry

Chicago Plant

February 1938

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|-----------------|
| | Expense | Per Ton | Year to Date | Expense Per Ton |
| Total Iron Melted..... | 3006 58 | 17 81 | 3468 30 | 18 40 |
| Core Room..... | 672 32 | 3 98 | 760 28 | 4 03 |
| Moulding..... | 2504 28 | 14 83 | 2900 29 | 15 39 |
| Total Direct Labor..... | 3176 60 | 18 81 | 3660 57 | 19 42 |
| 30 Pattern Storage & Repair..... | 2028 61 | 12 01 | 2196 90 | 11 66 |
| 31 Core Room..... | 1358 77 | 8 05 | 1422 60 | 7 55 |
| 32 Moulding..... | 7375 02 | 43 68 | 8107 67 | 43 02 |
| 33 Melting..... | 1536 73 | 9 10 | 1844 75 | 9 79 |
| 34 Cleaning & Grinding..... | 3005 47 | 17 80 | 3451 29 | 18 31 |
| Total Foundry Expense..... | 15304 60 | 90 64 | 17023 21 | 90 33 |
| 49 Foundry Supervision..... | 3507 02 | 20 77 | 3537 08 | 18 76 |
| Total..... | 24994 80 | 148 03 | 27689 14 | 146 91 |
| Average Cost of Castings per Lb..... | | .074 | | .073 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 168.852 | 72.9% | 188.483 | 70.7% |
| Weight of Gates and Sprues..... | 40.628 | 17.5 | 57.078 | 21.4 |
| Weight of Bad Castings..... | 21.883 | 9.4 | 20.507 | 7.7 |
| Weight of Shrinkage..... | .526 | .2 | .638 | .2 |
| Total Weight of Metal Melted..... | 231.889 | 100.0% | 266.706 | 100.0% |

RESPONDENT'S EXHIBIT 5

2216

Summary of Steel Foundry

Chicago Plant

January 1937

| | This Month | | Average This Year to Date | |
|---------------------------------------|------------|---------|------------------------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted | 11332 05 | 40.76 | | |
| Core Room | 902 53 | 3.25 | | |
| Moulding | 2317 31 | 8.34 | | |
| Total Direct Labor | 3219 84 | 11.59 | | |
| 40 Pattern Storage | 179 21 | 64 | | |
| 41 Core Room | 1066 23 | 3.84 | | |
| 42 Moulding | 7931 86 | 28.53 | | |
| 43 Melting | 5055 93 | 18.19 | | |
| 44 Cleaning & Grinding | 9090 61 | 32.70 | | |
| 47 Annealing | 570 20 | 2.05 | | |
| Total Steel | 23894 04 | 85.95 | | |
| 49 Foundry Supervision | 2857 66 | 10.28 | | |
| Total | 41303 59 | 148.58 | | |
| Average Cost of Castings per lb. | | .074 | | |

| | This Month | | Average This Year to Date | |
|------------------------------------|------------|---------|------------------------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings | 277.993 | 45.6% | | |
| Weight of Gates & Sprues | 193.478 | 31.7 | | |
| Weight of Bad Castings | 15.922 | 2.6 | | |
| Weight of Shrinkage | 122.707 | 20.1 | | |
| Total Weight of Metal Melted | 610.100 | 100.0% | | |

2217

Summary of Steel Foundry

Chicago Plant

February 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|-----------------|
| | Expense | Per Ton | Year to Date | Expense Per Ton |
| Total Iron Melted..... | 11657 87 | 44 82 | 11494 96 | 42 72 |
| Core Room..... | 1423 97 | 5 47 | 1163 25 | 4 32 |
| Moulding..... | 1702 23 | 6 54 | 2009 77 | 7 47 |
| Total Direct Labor..... | 3126 20 | 12 01 | 3173 02 | 11 79 |
| 40 Pattern Storage..... | 152 83 | 58 | 166 02 | 61 |
| 41 Core Room..... | 1181 04 | 4 54 | 1123 63 | 4 18 |
| 42 Moulding..... | 7607 59 | 29 25 | 7769 72 | 28 88 |
| 43 Melting..... | 6047 54 | 23 25 | 5551 74 | 20 63 |
| 44 Cleaning & Grinding..... | 9092 00 | 34 96 | 9091 30 | 33 79 |
| 47 Annealing..... | 846 18 | 3 25 | 708 19 | 2 63 |
| Total Steel..... | 24927 18 | 95 83 | 24410 60 | 90 72 |
| 49 Foundry Supervision..... | 3623 67 | 13 94 | 3240 67 | 12 05 |
| Total..... | 43334 92 | 166 60 | 42319 25 | 157 28 |
| Average Cost of Castings per lb..... | | .083 | | .078 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|--------------|
| | Tons | Percent | Year to Date | Tons Percent |
| Weight of Good Castings..... | 260.106 | 44.4% | 269.049 | 44.9% |
| Weight of Gates & Sprues..... | 149.225 | 25.4 | 171.351 | 28.6 |
| Weight of Bad Castings..... | 8.160 | 1.4 | 12.041 | 2.0 |
| Weight of Shrinkage..... | 168.684 | 28.8 | 145.696 | 24.5 |
| Total Weight of Metal Melted..... | 586.175 | 100.0% | 598.137 | 100.0% |

2218

Summary of Steel Foundry

Chicago Plant

March 1937

| | This Month | | Average This Year to Date | |
|--------------------------------------|------------|---------|---------------------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 13282 88 | 38 73 | 12090 93 | 41 17 |
| Core Room..... | 815 34 | 2 38 | 1047 28 | 3 56 |
| Moulding..... | 2575 10 | 7 51 | 2198 21 | 7 49 |
| Total Direct Labor..... | 3390 44 | 9 89 | 3245 49 | 11 05 |
| 40 Pattern Storage..... | 76 86 | 23 | 136 30 | 46 |
| 41 Core Room..... | 1007 61 | 2 93 | 1084 96 | 3 69 |
| 42 Moulding..... | 9956 03 | 29 02 | 8498 49 | 28 94 |
| 43 Melting..... | 5474 12 | 15 96 | 5525 86 | 18 82 |
| 44 Cleaning & Grinding..... | 9826 05 | 28 65 | 9336 22 | 31 79 |
| 47 Annealing..... | 742 01 | 2 16 | 719 46 | 2 45 |
| Total Steel..... | 27082 68 | 78 95 | 25301 29 | 86 15 |
| 49 Foundry Supervision..... | 4303 43 | 12 55 | 3594 93 | 12 24 |
| Total..... | 48059 43 | 140 12 | 44232 64 | 150 61 |
| Average Cost of Castings per lb..... | | .070 | | .075 |

| | This Month | | Average This Year to Date | |
|-----------------------------------|------------|---------|---------------------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 342.977 | 48.8% | 293.692 | 46.4% |
| Weight of Gates & Sprues..... | 215.990 | 30.7 | 186.231 | 29.4 |
| Weight of Bad Castings..... | 6.010 | 1.3 | 11.031 | 1.7 |
| Weight of Shrinkage..... | 135.323 | 19.2 | 142.238 | 22.5 |
| Total Weight of Metal Melted..... | 703.300 | 100.0% | 633.192 | 100.0% |

Respondent's Exhibit No. 5.

1363

2219

Summary of Steel Foundry

Chicago Plant.

April 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 11157 54 | 44 09 | 11857 59 | 41 82 |
| Core Room..... | 761 30 | 3 01 | 975 79 | 3 44 |
| Moulding..... | 2538 94 | 10 03 | 2283 40 | 8 05 |
| Total Direct Labor..... | 3300 24 | 13 04 | 3259 19 | 11 49 |
| 40 Pattern Storage..... | 117 11 | 46 | 131 50 | 46 |
| 41 Core Room..... | 717 72 | 2 84 | 993 15 | 3 50 |
| 42 Moulding..... | 8724 84 | 34 48 | 8555 07 | 30 17 |
| 43 Melting..... | 5492 74 | 21 71 | 5517 58 | 19 46 |
| 44 Cleaning & Grinding..... | 10231 62 | 40 44 | 9560 07 | 33 72 |
| 47 Annealing..... | 935 11 | 3 70 | 773 38 | 2 73 |
| Total Steel..... | 26219 14 | 103 63 | 25530 75 | 90 05 |
| 49 Foundry Supervision..... | 3595 01 | 14 21 | 3594 94 | 12 68 |
| Total..... | 44271 93 | 174 97 | 44242 47 | 156 04 |
| Average Cost of Castings per lb..... | | .087 | | .078 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 253.018 | 43.5% | 283.524 | 45.7% |
| Weight of Gates & Sprues..... | 218.044 | 37.6 | 194.184 | 31.3 |
| Weight of Bad Castings..... | 11.067 | 1.9 | 11.040 | 1.8 |
| Weight of Shrinkage..... | 98.621 | 17.0 | 131.334 | 21.2 |
| Total Weight of Metal Melted..... | 580.750 | 100.0% | 620.082 | 100.0% |

2220

Summary of Steel Foundry

Chicago Plant

May 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 8367 41 | 44 93 | 11159 55 | 42 27 |
| Core Room..... | 701 45 | 3 77 | 920 92 | 3 49 |
| Moulding..... | 2198 83 | 11 81 | 2266 48 | 8 58 |
| Total Direct Labor..... | 2900 28 | 15 58 | 3187 40 | 12 07 |
| 40 Pattern Storage..... | 163 74 | 88 | 137 95 | 52 |
| 41 Core Room..... | 704 91 | 3 78 | 935 50 | 3 54 |
| 42 Moulding..... | 7330 82 | 39 37 | 8310 22 | 31 47 |
| 43 Melting..... | 4545 88 | 24 41 | 5323 24 | 20 16 |
| 44 Cleaning & Grinding..... | 8236 05 | 44 23 | 9295 27 | 35 20 |
| 47 Annealing..... | 1872 86 | 10 06 | 993 27 | 3 76 |
| Total Steel..... | 22854 26 | 122 73 | 24995 45 | 94 65 |
| 49 Foundry Supervision..... | 2807 77 | 15.08 | 3437 51 | 13 02 |
| Total..... | 36929 72 | 198.32 | 42779 91 | 162 01 |
| Average Cost of Castings per lb..... | | .099 | | .081 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 186.214 | 43.3% | 264.062 | 45.4% |
| Weight of Gates & Sprues..... | 140.414 | 32.7 | 183.430 | 31.5 |
| Weight of Bad Castings..... | 6.362 | 1.5 | 10.104 | 1.7 |
| Weight of Shrinkage..... | 96.935 | 22.5 | 124.454 | 21.4 |
| Total Weight of Metal Melted..... | 429.925 | 100.0% | 582.050 | 100.0% |

2231

Summary of Steel Foundry

Chicago Plant

June 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 12890 93 | 45 91 | 11448 12 | 42 90 |
| Core Room..... | 1120 54 | 3 99 | 954 19 | 3 57 |
| Moulding..... | 2677 02 | 9 53 | 2334 90 | 8 75 |
| Total Direct Labor..... | 3797 56 | 13 52 | 3289 09 | 12 32 |
| 40 Pattern Storage..... | 172 54 | 61 | 143 71 | 54 |
| 41 Core Room..... | 1114 19 | 3 97 | 965 28 | 3 62 |
| 42 Moulding..... | 8199 95 | 29 20 | 8291 85 | 31 07 |
| 43 Melting..... | 5620 01 | 20 02 | 5372 70 | 20 13 |
| 44 Cleaning & Grinding..... | 10205 92 | 36 34 | 9447 04 | 35 40 |
| 47 Annealing..... | 856 98 | 3 05 | 970 56 | 3 64 |
| Total Steel..... | 26169 59 | 93 19 | 25191 14 | 94 40 |
| 49 Foundry Supervision..... | 3918 37 | 13 95 | 3517 65 | 13 19 |
| Total..... | 46776 45 | 166 58 | 43446 00 | 162 81 |
| Average Cost of Castings per Lb..... | | .083 | | .081 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 290.787 | 46.1% | 266.849 | 45.5% |
| Weight of Gates & Sprues..... | 170.271 | 27.9 | 181.237 | 30.9 |
| Weight of Bad Castings..... | 16.292 | 2.7 | 11.135 | 1.9 |
| Weight of Shrinkage..... | 141.800 | 23.3 | 127.345 | 21.7 |
| Total Weight of Metal Melted..... | 609.150 | 100.0% | 586.566 | 100.0% |

2222

Summary of Steel Foundry

Chicago Plant

July 1937

| | This Month | | Average This Year to Date | |
|--------------------------------------|------------|---------|---------------------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 10947 85 | 42 16 | 11376 67 | 42 80 |
| Core Room..... | 1078 77 | 4 15 | 971 98 | 3 66 |
| Moulding..... | 2370 92 | 9 13 | 2340 05 | 8 89 |
| Total Direct Labor..... | 3449 69 | 13 28 | 3312 03 | 12 46 |
| 40 Pattern Storage..... | 129 59 | 49 | 141 70 | 53 |
| 41 Core Room..... | 982 28 | 3 78 | 967 71 | 3 64 |
| 42 Moulding..... | 8942 90 | 34 44 | 8384 85 | 31 54 |
| 43 Melting..... | 5404 55 | 20 81 | 5377 25 | 20 23 |
| 44 Cleaning & Grinding..... | 9624 59 | 37 06 | 9472 40 | 35 63 |
| 47 Annealing..... | 712 58 | 2 74 | 933 70 | 3 51 |
| Total Steel..... | 25796 49 | 99 32 | 25277 61 | 95 08 |
| 49 Foundry Supervision..... | 3586 33 | 13 83 | 3527 46 | 13 27 |
| Total..... | 43780 36 | 168 59 | 43493 77 | 163 61 |
| Average Cost of Castings per lb..... | | .084 | | .082 |

| | This Month | | Average This Year to Date | |
|-----------------------------------|------------|---------|---------------------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 259.691 | 48.0% | 265.827 | 45.9% |
| Weight of Gates & Sprues..... | 144.762 | 26.7 | 176.026 | 30.3 |
| Weight of Bad Castings..... | 10.938 | 2.0 | 11.107 | 1.9 |
| Weight of Shrinkage..... | 126.059 | 23.3 | 127.161 | 21.9 |
| Total Weight of Metal Melted..... | 541.450 | 100.0% | 580.121 | 100.0% |

2223

Summary of Steel Foundry

Chicago Plant

August 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 10020 08 | 40 52 | 11207 08 | 42.53 |
| Core Room..... | 1052 98 | 4 26 | 982 11 | 3 73 |
| Moulding..... | 2442 65 | 9 87 | 2352 88 | 8 93 |
| Total Direct Labor..... | 3495 63 | 14 13 | 3334 99 | 12 66 |
| 40 Pattern Storage..... | 123 07 | 49 | 139 37 | 53 |
| 41 Core Room..... | 970 06 | 3 92 | 968 01 | 3 68 |
| 42 Moulding..... | 7530 06 | 30 46 | 8278 01 | 31 42 |
| 43 Melting..... | 4944 03 | 19 99 | 5323 10 | 20 20 |
| 44 Cleaning & Grinding..... | 8790 52 | 35 56 | 9387 17 | 35 62 |
| 47 Annealing..... | 553 29 | 2 24 | 886 15 | 3 36 |
| Total Steel..... | 22911 03 | 92 66 | 24981 81 | 94 81 |
| 49 Foundry Supervision..... | 3454 00 | 13 99 | 2518 26 | 13 35 |
| Total..... | 39880 74 | 161 30 | 43042 14 | 163 35 |
| Average Cost of Castings per lb..... | | .080 | | .081 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 247.233 | 47.3% | 263.502 | 46.1% |
| Weight of Gates & Sprues..... | 149.131 | 28.5 | 172.664 | 30.1 |
| Weight of Bad Castings..... | 11.311 | 2.2 | 11.133 | 1.9 |
| Weight of Shrinkage..... | 115.170 | 22.0 | 125.663 | 21.9 |
| Total Weight of Metal Melted..... | 522.845 | 100.0% | 572.962 | 100.0% |

2224

Summary of Steel Foundry

Chicago Plant

September 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|-----------------|
| | Expense | Per Ton | Year to Date | Expense Per Ton |
| Total Iron Melted..... | 8833 71 | 36 48 | 10943 37 | 41 91 |
| Core Room..... | 926 79 | 3 83 | 975 96 | 3 74 |
| Moulding..... | 2451 86 | 10 12 | 2363 87 | 9 05 |
| Total Direct Labor..... | 3378 65 | 13 95 | 3339 83 | 12 79 |
| 40 Pattern Storage..... | 159 79 | 66 | 141 64 | 54 |
| 41 Core Room..... | 864 43 | 3 57 | 956 50 | 3 66 |
| 42 Moulding..... | 8180 10 | 33 77 | 8267 13 | 31 66 |
| 43 Melting..... | 4633 02 | 19 13 | 5246 42 | 20 09 |
| 44 Cleaning & Grindipg..... | 9704 98 | 40 07 | 9422 48 | 36 08 |
| 47 Annealing..... | 598 68 | 2 47 | 854 21 | 3 27 |
| Total Steel..... | 24141 00 | 99 67 | 24888 38 | 95 30 |
| 49 Foundry Supervision..... | 4217 63 | 17 41 | 3595 99 | 13 77 |
| Total..... | 40570 99 | 167 51 | 42767 57 | 163 77 |
| Average Cost of Castings per Lb..... | | .083 | | .081 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|--------------|
| | Tons | Percent | Year to Date | Tons Percent |
| Weight of Good Castings..... | 242.199 | 49.1% | 261.135 | 46.3% |
| Weight of Gates & Sprues..... | 166.568 | 33.6 | 171.987 | 30.5 |
| Weight of Bad Castings..... | 6.820 | 1.4 | 10.654 | 1.9 |
| Weight of Shrinkage..... | 77.248 | 15.7 | 120.283 | 21.3 |
| Total Weight of Metal Melted..... | 492.835 | 100.0% | 564.059 | 100.0% |

2225

Summary of Steel Foundry

Chicago Plant

October 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 8458 01 | 42 48 | 10694 83 | 41 95 |
| Core Room..... | 648 61 | 3 26 | 943 23 | 3 70 |
| Moulding..... | 1922 48 | 9 65 | 2319 73 | 9 10 |
| Total Direct Labor..... | 2571 07 | 12 91 | 3262 96 | 12 80 |
| 40 Pattern Storage..... | 98 65 | 49 | 137 34 | 54 |
| 41 Core Room..... | 712 39 | 3 58 | 932 09 | 3 66 |
| 42 Moulding..... | 6727 11 | 33 78 | 8113 13 | 31 82 |
| 43 Melting..... | 4564 09 | 22 92 | 5178 19 | 20 31 |
| 44 Cleaning & Grinding..... | 7755 09 | 38 95 | 9255 74 | 36 31 |
| 47 Annealing..... | 683 22 | 3 43 | 837 11 | 3 28 |
| Total Steel..... | 20540 55 | 103 15 | 24453 60 | 95 92 |
| 49 Foundry Supervision..... | 2746 14 | 13 79 | 3511 00 | 13 77 |
| Total..... | 34315 77 | 172 33 | 41922 39 | 164 44 |
| Average Cost of Castings per Lb..... | | .086 | | .082 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 199.128 | 47.4% | 254.935 | 46.5% |
| Weight of Gates & Sprues..... | 121.827 | 29.0 | 166.971 | 30.4 |
| Weight of Bad Castings..... | 6.897 | 1.6 | 10.272 | 1.8 |
| Weight of Shrinkage..... | 92.173 | 22.0 | 117.472 | 21.3 |
| Total Weight of Metal Melted..... | 420.025 | 100.0% | 549.656 | 100.0% |

2226

Summary of Steel Foundry

Chicago Plant

November 1937

| | This Month | | Average This Year to Date | |
|--------------------------------------|------------|---------|---------------------------|---------|
| | Expense | Per Ton | Expense | Per Ton |
| Total Iron Melted..... | 7816 54 | 47 01 | 10433 17 | 42 26 |
| Core Room..... | 490 64 | 2 95 | 902 08 | 3 65 |
| Moulding..... | 1123 09 | 6 76 | 2210 95 | 8 96 |
| Total Direct Labor..... | 1613 73 | 9 71 | 3113 03 | 12 61 |
| 40 Pattern Storage..... | 71 92 | 43 | 131 39 | 53 |
| 41 Core Room..... | 1143 29 | 6 88 | 951 29 | 3 85 |
| 42 Moulding..... | 6973 80 | 41 94 | 8009 55 | 32 44 |
| 43 Melting..... | 4563 32 | 27 45 | 5122 29 | 20 75 |
| 44 Cleaning & Grinding..... | 6379 93 | 38 37 | 8994 31 | 36 43 |
| 47 Annealing..... | 588 37 | 3 54 | 814 50 | 3 31 |
| Total Steel..... | 19720 63 | 118 61 | 24023 33 | 97 31 |
| 49 Foundry Supervision..... | 2840 56 | 17 08 | 3450 05 | 13 97 |
| Total..... | 31991 48 | 192 41 | 41019 58 | 166 15 |
| Average Cost of Castings per lb..... | | .096 | | .083 |

| | This Month | | Average This Year to Date | |
|-----------------------------------|------------|---------|---------------------------|---------|
| | Tons | Percent | Tons | Percent |
| Weight of Good Castings..... | 166.259 | 46.5% | 246.873 | 46.4% |
| Weight of Gates & Sprues..... | 69.591 | 19.4 | 158.118 | 29.7 |
| Weight of Bad Castings..... | 13.844 | 3.9 | 10.602 | 2.0 |
| Weight of Shrinkage..... | 108.216 | 30.2 | 116.631 | 21.9 |
| Total Weight of Metal Melted..... | 357.910 | 100.0% | 532.224 | 100.0% |

2227

Summary of Steel Foundry

Chicago Plant

December 1937

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|-----------------|
| | Expense | Per Ton | Year to Date | Expense Per Ton |
| Total Iron Melted..... | 4921 06 | 47 72 | 9965 33 | 42 43 |
| Core Room..... | 359 39 | 3 49 | 856 86 | 3 65 |
| Moulding..... | 1234 12 | 11 97 | 2129 54 | 9 07 |
| Total Direct Labor..... | 1593 51 | 15 46 | 2986 40 | 12 72 |
| 40 Pattern Storage..... | 146 08 | 1 42 | 132 62 | 56 |
| 41 Core Room..... | 440 94 | 4 27 | 908 76 | 3 87 |
| 42 Moulding..... | 5717 49 | 55 44 | 7818 55 | 33 28 |
| 43 Melting..... | 3638 02 | 35 28 | 4998 60 | 21 28 |
| 44 Cleaning and Grinding..... | 4598 46 | 44 59 | 8627 98 | 36 73 |
| 47 Annealing..... | 729 27 | 7 07 | 807 40 | 3 44 |
| Total Steel..... | 15270 26 | 148 07 | 23293 91 | 99 16 |
| 49 Foundry Supervision..... | 391 76 | 2 92 | 3187 69 | 13 57 |
| Total..... | 22086 59 | 214 17 | 39433 33 | 167 88 |
| Average Cost of Castings per lb..... | | .107 | | .083 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|--------------|
| | Tons | Percent | Year to Date | Tons Percent |
| Weight of Good Castings..... | 103.126 | 41.4% | 234.894 | 46.2% |
| Weight of Gates & Sprues..... | 72.183 | 28.9 | 150.957 | 29.7 |
| Weight of Bad Castings..... | 7.290 | 2.9 | 10.326 | 2.0 |
| Weight of Shrinkage..... | 66.701 | 26.8 | 112.470 | 22.1 |
| Total Weight of Metal Melted..... | 249.300 | 100.0% | 508.647 | 100.0% |

2228

Summary of Steel Foundry

Chicago Plant

January 1938

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|-----------------|
| | Expense | Per Ton | Year to Date | Expense Per Ton |
| Total Iron Melted..... | 3567 37 | 39 44 | | |
| Core Room..... | 273 10 | 2 36 | | |
| Moulding..... | 1152 23 | 9 95 | | |
| Total Direct Labor..... | 1425 33 | 12 31 | | |
| 40 Pattern Storage..... | 105 57 | 91 | | |
| 41 Core Room..... | 478 94 | 4 14 | | |
| 42 Moulding..... | 4715 86 | 40 72 | | |
| 43 Melting..... | 3179 52 | 27 45 | | |
| 44 Cleaning & Grinding..... | 4085 81 | 35 28 | | |
| 47 Annealing..... | 720 36 | 6 22 | | |
| Total Steel..... | 13286 06 | 114 72 | | |
| 49 Foundry Supervision..... | 1986 39 | 17 15 | | |
| Total..... | 21265 15 | 183 62 | | |
| Average Cost of Castings per lb..... | | .092 | | |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|--------------|
| | Tons | Percent | Year to Date | Tons Percent |
| Weight of Good Castings..... | 115.812 | 47.4% | | |
| Weight of Gates & Sprues..... | 67.084 | 27.5 | | |
| Weight of Bad Castings..... | 2.164 | .9 | | |
| Weight of Shrinkage..... | 59.180 | 24.2 | | |
| Total Weight of Metal Melted..... | 244.240 | 100.0% | | |

2229

Summary of Steel Foundry

Chicago Plant

February 1933

| | This Month | | Average This | |
|--------------------------------------|------------|---------|--------------|-----------------|
| | Expense | Per Ton | Year to Date | Expense Per Ton |
| Total Iron Melted..... | 3622 26 | 44 17 | 4094 81 | 41 40 |
| Core Room..... | 200 19 | 2 44 | 236 65 | 2 39 |
| Moulding..... | 906 02 | 11 05 | 1029 12 | 10 40 |
| Total Direct Labor..... | 1106 21 | 13 49 | 1265 77 | 12 79 |
| 40 Pattern Storage..... | 159 97 | 1 95 | 132 77 | 1 34 |
| 41 Core Room..... | 404 19 | 4 93 | 441 56 | 4 46 |
| 42 Moulding..... | 4226 83 | 51 55 | 4471 35 | 45 21 |
| 43 Melting..... | 2305 14 | 28 11 | 2742 33 | 27 73 |
| 44 Cleaning and Grinding..... | 3640 60 | 44 39 | 3863 21 | 39 06 |
| 47 Annealing..... | 795 29 | 9 69 | 757 83 | 7 66 |
| Total Steel..... | 11532 02 | 140 62 | 12409 05 | 125 46 |
| 49 Foundry Supervision..... | 1703 56 | 20 77 | 1844 97 | 18 65 |
| Total..... | 17965 05 | 219 05 | 19614 60 | 198 30 |
| Average Cost of Castings per lb..... | | .109 | | .099 |

| | This Month | | Average This | |
|-----------------------------------|------------|---------|--------------|--------------|
| | Tons | Percent | Year to Date | Tons Percent |
| Weight of Good Castings..... | 82.004 | 40.4% | 98.908 | 44.2% |
| Weight of Gates and Sprues..... | 56.550 | 27.9 | 61.817 | 27.6 |
| Weight of Bad Castings..... | 4.352 | 2.2 | 3.258 | 1.5 |
| Weight of Shrinkage..... | 59.919 | 29.5 | 59.549 | 26.7 |
| Total Weight of Metal Melted..... | 202.825 | 100.0% | 223.532 | 100.0% |

RESPONDENT EXHIBIT 6-A

2230

Steel Cleaning Floor

| Number | Name | Occupation | Hired | Laid Off |
|--------|---------------------|--------------------------|----------|----------|
| 1280 | W. Sich..... | Checker..... | 5- 5-36 | |
| 1274 | G. Belov..... | "..... | 8-17-29 | |
| 1283 | W. Sterling..... | Inspector..... | 11-16-36 | |
| 1206 | C. Novak..... | Arc Welder..... | 6-22-36 | 11-29-37 |
| 1273 | J. Kalamarie..... | "..... | 11-11-35 | 11-30-37 |
| 1257 | S. Deskis..... | Arc and Gas Welder..... | 6-22-36 | 1- 5-38 |
| 1220 | P. Murphy..... | "..... | 8-28-33 | |
| 1296 | P. Milaskus..... | Oven Tender..... | 2-19-37 | 3-11-38 |
| 1221 | I. Sholtes..... | "..... | 4-24-23 | |
| 1261 | L. Ladd..... | Sand Blast Operator..... | 4-29-35 | |
| 1233 | W. Kalina..... | Trucker..... | 10-22-36 | 1- 5-38 |
| 1240 | H. Thiele..... | Cut-off Man..... | 1-20-36 | 3-11-38 |
| 1212 | Geo. Lackhouse..... | "..... | 5- 8-34 | |
| 1216 | F. Kubicke..... | "..... | 12-23-12 | |
| 1242 | J. Kostanski..... | Laborer..... | 6-14-37 | 11- 9-37 |
| 1297 | S. Oginta..... | "..... | 3-31-37 | 11- 9-37 |
| 1289 | P. Kotz..... | "..... | 12-23-36 | 11- 9-37 |
| 1286 | J. Cassani..... | " (Cut-off)..... | 12- 9-36 | 11- 9-37 |
| 1284 | F. Taut..... | "..... | 11-19-36 | 11- 9-37 |
| 1278 | J. Gambina..... | "..... | 10-26-36 | 11-10-37 |
| 1250 | S. Kouna..... | " (Cut-off)..... | 7-28-36 | 1- 5-38 |
| 1227 | J. Kukock..... | "..... | 7-28-36 | 1- 5-38 |
| 1251 | C. Kamert..... | "..... | 4-22-36 | 3-11-38 |
| 1285 | W. Yucas..... | Cut-off Chippers..... | 12- 2-36 | 11- 1-37 |
| 1272 | C. Galkus..... | "..... | 2- 6-36 | 3-11-38 |
| 1282 | James Bowen..... | Chippers..... | 8- 5-37 | 10- 8-37 |
| 1287 | T. Beason..... | "..... | 7-19-37 | 11- 9-37 |
| 1288 | C. Skowronski..... | "..... | 12-16-36 | 11- 9-37 |
| 1259 | M. Misek..... | "..... | 10-26-36 | 11-10-37 |
| 1238 | F. Kovack..... | "..... | 10-22-36 | 11-10-37 |
| 1279 | A. Zaleski..... | "..... | 10- 7-36 | 3-11-38 |
| 1224 | J. Schulz..... | "..... | 8- 3-36 | 3-11-38 |
| 1277 | A. Angas..... | "..... | 7-23-36 | 3-11-38 |
| 1263 | J. Seretim..... | "..... | 5- 6-36 | 3-11-38 |
| 1213 | A. Melcoskey..... | "..... | 2- 6-36 | 3-11-38 |
| 1237 | J. Vazanonis..... | "..... | 11- 6-35 | |
| 1241 | G. Gurnevaz..... | "..... | 11- 6-35 | |
| 1207 | J. Lazda..... | "..... | 9-27-35 | |
| 1252 | G. Pilitankas..... | "..... | 4- 9-35 | |

2231

| | | | | |
|------|--------------------|---------------|----------|----------|
| 1249 | J. Lehrback..... | Chippers..... | 3- 6-35 | |
| 1236 | J. Bushlus..... | "..... | 4-10-34 | |
| 1243 | F. Novina..... | "..... | 10-17-33 | |
| 1246 | J. Grzegorzak..... | "..... | 9- 6-33 | |
| 1258 | J. Minichas..... | "..... | 8- 4-33 | |
| 1226 | M. Pyos..... | "..... | 8-26-27 | |
| 1262 | D. Krolecteoh..... | "..... | 2-26-23 | |
| 1247 | A. Smith..... | "..... | 1-31-23 | |
| 1235 | J. Hologua..... | "..... | 5-23-12 | |
| 1294 | A. Rimkus..... | Grinder..... | 2-11-37 | 11-30-37 |
| 1217 | P. Salenko..... | "..... | 10-22-36 | 1- 5-38 |
| 1248 | P. Wisnaski..... | "..... | 4-14-33 | |
| 1218 | K. Yotkus..... | "..... | 6-13-23 | |
| 1219 | J. Polowski..... | "..... | 2- 8-23 | |
| 1222 | F. Nutofke..... | "..... | 1- 8-23 | |

RESPONDENT EXHIBIT 7-A

2232

Iron Floor

| Number | Name | Occupation | Hired | Laid Off |
|--------|--------------------|-------------------------|----------|----------|
| 1149 | A. Glatz..... | Laborer..... | 7-19-37 | 11- 5-37 |
| 1120 | R. Burr..... | "..... | 5-17-37 | 11- 5-37 |
| 1155 | F. Markow..... | "..... | 6-30-36 | 11- 5-37 |
| 1059 | G. Larson..... | Moulder..... | 5-19-36 | 11- 9-37 |
| 1057 | Paul Bozurich..... | "..... | 4-22-36 | 11- 9-37 |
| 1116 | Joe Zickies..... | "..... | 3- 3-36 | |
| 1044 | J. Margie..... | "..... | 11- 3-32 | |
| 1078 | W. Matthews..... | "..... | 11- 1-32 | |
| 1076 | A. Loch..... | "..... | 11- 1-32 | |
| 1043 | J. Robinson..... | "..... | 11- 1-32 | |
| 1045 | G. Josefson..... | "..... | 10- 8-23 | |
| 1042 | E. Frit..... | "..... | 4-13-23 | |
| 1051 | F. Wasbuski..... | "..... | 5-12-13 | |
| 1066 | S. Petróuskis..... | "..... | 4-28-13 | |
| 1052 | T. Gillis..... | "..... | 4- 7-13 | |
| 1124 | J. Balaskitis..... | Crane operator..... | 1- 2-23 | |
| 1121 | F. Kohler..... | "..... | 6-10-13 | |
| 1064 | A. Wasilius..... | Flask man..... | 2-15-23 | |
| 1158 | John Filepas..... | Slinger man..... | 5-24-23 | |
| 1126 | E. White..... | Helper..... | 8-31-33 | |
| 1137 | J. Bredis..... | Sand mill operator..... | 9-14-33 | |
| 1054 | L. Moore..... | Iron pourer..... | 7- 2-35 | |

March 14, 1938

1376

Respondent's Exhibit 8-A.

RESPONDENT EXHIBIT 8-A

2233

Core Room

| Number | Name | Occupation | Hired | Laid Off |
|--------|-----------------------|---------------------|----------|----------|
| 1024 | M. Gilmanten..... | Core maker..... | 10- 5-37 | 11- 9-37 |
| 1175 | Norman Parker App.... | " " | 6-21-37 | 3-10-38 |
| 1007 | A. Perason..... | " " | 6- 7-37 | 11- 9-37 |
| 1170 | J. McNamara..... | " " | 1-27-37 | 11- 9-37 |
| 1014 | E. Keanne..... | " " | 12-15-36 | 11- 9-37 |
| 1017 | L. Zanowakis..... | " " | 12- 9-36 | 11- 9-37 |
| 1134 | A. Kazen..... | " " | 7-13-36 | 11-17-37 |
| 1132 | R. Bulanda..... | " " | 7- 9-36 | 11-17-37 |
| 1101 | S. Manaso..... | " " | 6-23-36 | 11-17-37 |
| 1084 | J. Jurkowski..... | " " | 6- 9-36 | 11-17-37 |
| 1049 | S. Balkauski..... | " " | 5- 4-36 | 11-17-37 |
| 1048 | B. Kritz..... | " " | 5- 4-36 | 11-17-37 |
| 1047 | E. Schew..... | " " | 4-28-36 | 3-10-38 |
| 1041 | J. Vrubly..... | " " | 4-27-36 | 3-10-38 |
| 1006 | A. Edges..... | " " | 3-30-36 | 3-10-38 |
| 1008 | S. Marah..... | " " | 3- 3-36 | 3-10-38 |
| 1013 | B. Hayden..... | " " | 10- 7-35 | |
| 1004 | P. Valeikis..... | " " | 12-11-35 | |
| 1039 | J. Rizzo..... | " " | 9- 6-34 | |
| 1003 | Ward Brigham..... | " " | 5- 9-34 | |
| 1019 | F. Fakhouse..... | " " | 9-11-33 | |
| 1011 | Wm. Sivirmukas..... | " " | 9- 7-33 | |
| 1020 | M. Masilonis..... | " " | 9- 6-33 | |
| 1027 | Elizabeth Gillis..... | " " | 12-13-32 | |
| 1002 | Joe Gnacinski..... | " " | 11- 1-32 | |
| 1118 | Joe Sukorich..... | " " | 11-21-33 | |
| 1033 | Ralph Seniva..... | " " | 8-11-27 | |
| 1037 | Sam Ginta..... | " " | 10-28-26 | |
| 1028 | Hugo Geissler..... | " " | 3-16-25 | |
| 1038 | John Zansitis..... | " " | 8- 2-23 | |
| 1021 | John Egney..... | " " | 12-18-17 | |
| 1025 | F. Klimatis..... | " " | 3-31-13 | |
| 1035 | Jake Kamasauske..... | Oven tender..... | 10-11-20 | |
| 1119 | John Harvath..... | Crane operator..... | 1- 4-34 | |
| 1029 | C. Plagge..... | Laborer..... | 4- 1-37 | 3-10-38 |
| 1125 | J. Coez..... | " " | 3-13-35 | |
| 1036 | Samon Kance..... | " " | 7-21-33 | |

March 14, 1938

RESPONDENT EXHIBIT 9-A

2234

Apprentices

| Number | Name | Hired | Laid Off |
|--------|------------------|----------|----------|
| 1009 | M. Hinckley..... | 3- 3-38 | |
| 1022 | E. Burtoft..... | 12-12-35 | |
| 1010 | W. Bolton..... | 7- 5-35 | |
| 1026 | F. Klimatis..... | 4-12-35 | |
| 1015 | J. Lubenker..... | 3-12-35 | |
| 1005 | J. Lubicki..... | 3-11-29 | |

March 14, 1938

Respondent's Exhibits.

1377

RESPONDENT'S EXHIBIT 10-A

2235

Carpenters

| Number | Name | Occupation | Hired | Laid Off |
|--------|----------------|------------|----------|----------|
| 1160 | A. Kochan..... | | 4-26-34 | |
| 1129 | J. Sharma..... | | 11- 1-22 | |

Pattern Storage

| | | | | |
|------|-------------------|--------------|----------|----------|
| 1173 | E. Kipper..... | Vault..... | 8-12-37 | 11- 4-37 |
| 1085 | H. Scott..... | " | 5-22-36 | 1- 7-38 |
| 1159 | J. Lackhouse..... | " | 4-17-36 | 1- 7-38 |
| 1166 | M. Harris..... | " | 10-31-32 | |
| 1168 | T. Sterkus..... | " | 2-20-24 | |
| 1178 | J. Kowatch..... | Checker..... | 2-20-28 | |

Janitors

| | | | | |
|------|---|--|----------|---------|
| 1055 | A. Davidson..... | | 11-17-36 | 3-10-38 |
| 1014 | K. Rogalski (Cripple—1055 forfeited seniority)... | | 8- 2-37 | |
| 1167 | C. Olson..... | | 5- 8-29 | |

Gaggerman

| | | | | |
|------|-----------------|--|---------|--|
| 1053 | F. Solinko..... | | 4-28-37 | |
|------|-----------------|--|---------|--|

Office

| | | | | |
|------|--------------------|------------------|----------|---------|
| 1165 | R. Loucka..... | Timekeeper..... | 6-15-37 | 3-10-38 |
| 1164 | D. Dwyer..... | S. E. "..... | 12-15-36 | 3-10-38 |
| 1040 | E. Wittkouski..... | Alloy..... | 3-31-36 | 3-10-38 |
| 1016 | R. Erickson..... | Production..... | 1-28-36 | |
| 1034 | E. Buterell..... | "..... | 10-22-35 | |
| 1163 | L. Vokac..... | "..... | 4-30-30 | |
| 1281 | L. Dieker..... | S. E. Clerk..... | 8-27-23 | |
| 1007 | J. Spicer..... | Maintenance..... | | |

March 14, 1938

RESPONDENT'S EXHIBIT 11-A

2236

Charging Floor and Cupola

| Number | Name | Occupation | Hired | Laid Off |
|--------|----------------------|---------------------|----------|----------|
| 1106 | L. Keupiekis..... | Cupola helper..... | 9-14-36 | 3-11-38 |
| 1199 | John Lekoujis..... | " | 2-25-35 | |
| 1156 | L. Smith..... | " | 3-17-17 | |
| 1133 | Charles Zimkus..... | " | 10-16-16 | |
| 1144 | Geo. Lakhous..... | Cupola tapper..... | 11- 4-37 | |
| 1142 | Joe Slazas..... | " | 12- 5-24 | |
| 1145 | Z. Petroski..... | Coke man..... | 6-27-33 | |
| 1146 | Robert Hollaway..... | Crane Operator..... | 8-20-23 | |
| 1162 | Jesse Evans..... | Charging Floor..... | 5-26-37 | 1- 6-38 |
| 1065 | John Friedle..... | " | 8-11-27 | |
| 1141 | Mike Klabanas..... | " | 2-16-25 | |
| 1138 | Joe Pacharscak..... | " | 6-24-20 | |

March 14, 1938

1378

Respondent's Exhibits.

RESPONDENT'S EXHIBIT 12-A

2237

Sprocket Floor

| Number | Name | Occupation | Hired | Laid Off |
|--------|-------------------|----------------|----------|----------|
| 1172 | Al Berger..... | Laborer..... | 4- 7-37 | 3-10-38 |
| 1139 | J. York..... | "..... | 3-17-37 | 3-10-38 |
| 1110 | Matt. Stumpf..... | "..... | 7-24-36 | 3-10-38 |
| 1046 | Fred Meyer..... | Moulder..... | 12- 3-36 | |
| 1177 | C. Ram..... | "..... | 5-25-36 | |
| 1074 | Tony Green..... | "..... | 9- 5-34 | |
| 1114 | A. Spagel..... | "..... | 7-24-33 | |
| 1107 | S. Skrudas..... | "..... | 4-28-26 | |
| 1113 | G. Weiner..... | "..... | 2-19-23 | |
| 1109 | B. Suskainz..... | "..... | 6-19-22 | |
| 1108 | T. Grinis..... | "..... | 4-23-17 | |
| 1117 | Alex Slucas..... | Crane Man..... | 3-12-35 | |

March 14, 1938

RESPONDENT'S EXHIBIT 13-A

2238

Bench Floor

| Number | Name | Occupation | Hired | Laid Off |
|--------|--------------------|---------------------|----------|----------|
| 1059 | Gust Larson..... | Laborer..... | 11-29-37 | 3-10-38 |
| 1083 | Joe Juraites..... | "..... | 6- 3-36 | 3-10-38 |
| 1085 | H. Scott..... | "..... | 5-22-36 | 3-10-38 |
| 1032 | W. Peters..... | Moulders Bench..... | 2-15-37 | |
| 1111 | S. Zalewa..... | "..... | 7- 7-36 | |
| 1099 | J. Westerhoff..... | "..... | 6-15-36 | |
| 1127 | Joe Thomas..... | "..... | 5-25-36 | |
| 1082 | D. Pronshites..... | "..... | 4-28-36 | |
| 1058 | F. Retterer..... | "..... | 4-15-35 | |
| 1060 | F. Partske..... | "..... | 8- 2-33 | |
| 1073 | E. Rieger..... | "..... | 7-31-33 | |
| 1070 | J. Arak..... | "..... | 11-22-32 | |
| 1062 | A. Wojick..... | "..... | 11- 1-32 | |
| 1063 | J. Saibl..... | "..... | 11- 1-32 | |
| 1072 | T. Masaitis..... | "..... | 8-17-27 | |
| 1067 | J. Zebransky..... | "..... | 5-11-22 | |
| 1071 | T. Jozapavick..... | "..... | 7-14-19 | |

March 14, 1938

Respondent's Exhibits.

1379

RESPONDENT'S EXHIBIT 14-A

2239

Machine Floor

| Number | Name | Occupation | Hired | Laid Off |
|--------|------------------------|----------------------|----------|----------|
| 1147 | Walter Tubutes..... | Crane Operator..... | 7-19-37 | 3-10-38 |
| 1150 | Ed. Goode..... | " "..... | 4-7-36 | |
| 1123 | John Wabonis..... | " "..... | 11-22-32 | |
| 1174 | Frank Kalnes..... | Laborer..... | 6-21-37 | 11-4-37 |
| 1176 | Joe Andrickson..... | Machine Moulder..... | 7-1-37 | 1-6-38 |
| 1068 | John Lush..... | " "..... | 2-11-37 | 1-6-38 |
| 1079 | Pete Kasper..... | " "..... | 1-25-37 | 1-6-38 |
| 1154 | Kurt Rogell..... | " "..... | 7-6-36 | 3-10-38 |
| 1153 | Ed Rudaites..... | " "..... | 5-5-36 | 3-10-38 |
| 1086 | Pete Petrusis..... | " "..... | 4-1-35 | |
| 1097 | Paul Froemke..... | " "..... | 3-25-35 | |
| 1161 | John Riba..... | " "..... | 3-22-35 | |
| 1135 | Felix Zitkus..... | " "..... | 4-18-34 | |
| 1088 | Mike Kriegler..... | " "..... | 8-24-33 | |
| 1087 | Stanley Gedra..... | " "..... | 8-18-33 | |
| 1089 | Steve Shiskauskis..... | " "..... | 8-19-29 | |
| 1096 | William Folkmit..... | " "..... | 3-3-26 | |
| 1080 | William Unitus..... | " "..... | 4-19-20 | |

March 14, 1938

RESPONDENT'S EXHIBIT 15-A

2240

Steel Floor

| Number | Name | Occupation | Hired | Laid Off |
|--------|---------------------|---------------------|---------|----------|
| 1115 | S. Schipstick..... | Maintenance..... | 6-28-37 | 3-10-38 |
| 1148 | E. Drefs..... | Laborer..... | 5-24-37 | 11-4-37 |
| 1112 | L. Hermann..... | "..... | 5-19-37 | 11-4-37 |
| 1056 | A. Zyles..... | "..... | 6-3-36 | 11-4-37 |
| 1151 | F. Janisch..... | Skimmer..... | 7-20-36 | |
| 1143 | J. Serpitis..... | "..... | 3-12-35 | |
| 1122 | J. Harneck..... | Crane Operator..... | 1898 | |
| 1094 | N. Kovats..... | Bench Moulder..... | 10-8-29 | |
| 1095 | O. Mannstein..... | "..... | 6-4-23 | |
| 1128 | R. Olson..... | Floor Moulder..... | 6-17-37 | 3-10-38 |
| 1169 | E. Bara..... | "..... | 1-7-37 | 3-10-38 |
| 1157 | P. Kavalasukas..... | "..... | 1-5-37 | 3-10-38 |
| 1012 | Z. Petrouski..... | "..... | 3-31-36 | 3-10-38 |
| 1131 | E. Kavalasukas..... | "..... | 9-16-36 | |
| 1092 | F. Rimbutis..... | "..... | 1-8-35 | |
| 1093 | A. Balzweit..... | "..... | 4-11-34 | |
| 1102 | J. Kachinsky..... | "..... | 3-16-26 | |
| 1103 | W. Baltenkawas..... | "..... | 10-5-25 | |
| 1098 | J. Barados..... | "..... | 12-8-24 | |
| 1090 | C. Petrauski..... | "..... | 9-12-22 | |
| 1095 | S. Shukas..... | "..... | 9-5-17 | |

March 14, 1938

RESPONDENT'S EXHIBIT 16-A

2241

Iron Cleaning

| Number | Name | Occupation | Hired | Laid Off |
|--------|---------------|----------------------|----------|----------|
| 1229 | J. Zunette | Checker | 9-19-23 | |
| 1263 | J. Tomas | Gas Welder | 8-17-36 | 3-11-38 |
| 1299 | T. Murphy | Scale Man | 4- 8-37 | 1- 6-38 |
| 1203 | R. Laird | Maintenance Mechanic | | |
| 1215 | C. Knuaka | Inspector | 12-27-35 | |
| 1214 | F. Galita | Sand Blast Operator | 5- 8-34 | |
| 1260 | J. Lazdauski | " | 10-29-28 | |
| 1267 | C. Engstrom | Trucker | 10-19-28 | |
| 1255 | T. Rimkus | Swing Grinder | 6-14-22 | |
| 1210 | V. Wichert | Splitter | 11- 5-15 | |
| 1202 | T. Breditis | Mill Man | 8- 8-33 | |
| 1265 | J. Sulech | " | 6- 6-28 | |
| 1264 | F. Marzick | " | 3-22-20 | |
| 1203 | A. Thomas | Laborer | 8- 9-37 | 10- 8-37 |
| 1280 | R. Hill | " | 8- 3-37 | 10- 8-37 |
| 1230 | L. Wallis | " | 7-30-37 | 10- 8-37 |
| 1298 | P. Yuniocah | " | 4- 2-37 | 10- 8-37 |
| 1204 | A. Wojcek | " | 6-19-36 | 1- 6-38 |
| 1270 | M. Kachinsky | " | 4-22-36 | 3-11-38 |
| 1245 | K. Matulickas | " | 11- 6-35 | |
| 1211 | J. Chuapis | Grinder | 9-24-34 | |
| 1269 | P. Kiseluis | " | 5-21-29 | |
| 1271 | S. Kravarik | " | 1-15-25 | |
| 1208 | J. Yuskis | " | 8- 6-19 | |
| 1234 | J. Petrauskis | " | 2- 5-16 | |
| 1295 | F. Horn | Chipper | 3-19-37 | 11-29-37 |
| 1293 | F. Sasama | " | 1-27-37 | 1- 6-38 |
| 1275 | J. Kosir | " | 4-28-36 | 3-11-38 |
| 1268 | W. Hannastead | " | 2- 6-36 | 3-11-38 |
| 1256 | N. James | " | 1-27-36 | 3-11-38 |
| 1239 | S. Jurgasti | " | 6-18-35 | |
| 1244 | J. Denunzio | " | 4-23-35 | |
| 1254 | G. Guadanama | " | 4- 9-35 | |
| 1228 | H. Frisch | " | 4- 5-35 | |
| 1209 | A. Doulgrass | " | 3-20-35 | |
| 1276 | P. Wisnaski | " | 8- 2-33 | |
| 1201 | F. Belle | " | 6- 9-27 | |
| 1253 | W. Wykepis | " | 11-24-19 | |

March 14, 1938

Respondent's Exhibits.

1381

RESPONDENT'S EXHIBIT 17-A

2242

Night Shakeout

| Number | Name | Occupation | Hired | Laid Off |
|--------|--------------------|---------------------|----------|----------|
| 1182 | W. Tackus..... | Laborer..... | 8-25-37 | 3-10-38 |
| 1196 | L. Raudes..... | "..... | 7-21-37 | 3-10-38 |
| 1192 | F. Rymkus..... | "..... | 5-20-37 | 3-10-38 |
| 1199 | A. Maukauskis..... | "..... | 3- 5-37 | 3-10-38 |
| 1180 | T. Gumbar..... | "..... | 9-11-36 | |
| 1184 | J. Walch..... | "..... | 4- 2-36 | |
| 1181 | V. Lukos..... | "..... | 2- 3-36 | |
| 1185 | K. Romaskey..... | "..... | 12-16-35 | |
| 1187 | A. Missus..... | "..... | 3- 6-35 | |
| 1195 | C. Lee..... | "..... | 7-24-34 | |
| 1193 | M. Shaikus..... | "..... | 2- 1-34 | |
| 1191 | S. Griggs..... | "..... | 8-15-33 | |
| 1184 | J. Samones..... | "..... | 7- 9-28 | |
| 1186 | I. Strakates..... | "..... | 10-26-28 | |
| 1198 | J. Klinas..... | "..... | 5- 1-25 | |
| 1188 | P. Buckus..... | Crane Operator..... | 7-31-33 | |

March 14, 1938

RESPONDENT'S EXHIBIT 18-A

2243

Convertor

| Number | Name | Occupation | Hired | Laid Off |
|--------|-----------------------|---------------|----------|----------|
| 1140 | Joe Kisulius..... | Helper..... | 3-22-35 | |
| 1069 | John Kazanauckas..... | "..... | 11-15-32 | |
| 1136 | Pete Zylinski..... | Operator..... | 8- 7-28 | |
| 1130 | James Steele..... | "..... | 4-14-19 | |

March 14, 1938

RESPONDENT'S EXHIBIT 19-A

2244

Pattern Shop

| Number | Name | Occupation | Hired | Laid Off |
|--------|--------------|---------------------|----------|------------|
| 6 | F. Lello | Handy Man | 1- 3-36 | 2-25-38 |
| 1 | E. Coyle | Timekeeper | 8-20-37 | |
| 10 | E. Wright | Metal Pattern Maker | 2-20-20 | |
| 7 | T. Johnson | Apprentice | 4-23-34 | |
| 5 | J. Blair | Wood Pattern Maker | 8- 5-36 | 11- 5-37 |
| 4 | A. Johnson | " " | 7-22-36 | 11- 5-37 |
| 20 | D. Lindstrom | " " | 7-17-36 | 11- 5-37 |
| 4 | A. Carlson | " " | 10-26-36 | (Pre-ser.) |
| 17 | J. Walznak | " " | 4-22-36 | |
| 18 | A. Ericson | " " | 11-16-35 | |
| 15 | D. Hill | " " | 11-11-35 | |
| 16 | O. Vyerka | " " | 1-23-35 | |
| 14 | R. Siegle | " " | 1-22-35 | |
| 8 | G. Belanger | " " | 8- 3-33 | |
| 9 | W. Bronski | " " | 7-31-33 | |
| 23 | P. Klose | " " | 10-31-27 | |
| 19 | S. Berklund | " " | 5-21-25 | |
| 12 | Jack Young | " " | 1-23-20 | |
| 21 | E. Johnson | " " | 6- 9-19 | |
| 11 | J. Van Plew | " " | 6- 9-19 | |
| 2 | W. Sladek | " " | 1898 | |
| 13 | J. Mack | Janitor | 1-19-16 | |

March 14, 1938

Respondent's Exhibit 6.

1383

RESPONDENT'S EXHIBIT 6

2245

Steel Cleaning Room

| Number | Name | Occupation | Hired | Laid Off |
|--------|---------------|-----------------------------|----------|----------|
| 1206 | C. Novak | Arc Welder | 6-22-36 | 11-29-37 |
| 1273 | J. Kalamarie | " | 11-11-35 | 11-30-37 |
| 1257 | S. Diskis | Arc & Gas Welder | 6-22-36 | 1- 5-38 |
| 1296 | P. Milaskus | Oven Tender | 2-19-37 | 3-11-38 |
| 1240 | H. Thiels | Torch Man | 1-20-36 | 3-11-38 |
| 1282 | James Bowen | Chipper | 8- 5-37 | 10- 8-37 |
| 1287 | T. J. Beason | " | 7-19-37 | 11- 9-37 |
| 1242 | J. Kostanski | Laborer | 6-14-37 | 11- 9-37 |
| 1297 | S. Oginta | " | 3-31-37 | 11- 9-37 |
| 1294 | A. Rimkus | Grinder | 2-11-37 | 11-30-37 |
| 1289 | P. Kotz | Laborer | 12-23-36 | 11- 9-37 |
| 1288 | C. Skowronski | Chipper | 12-16-36 | 11- 9-37 |
| 1286 | J. Cassani | Laborer Cutoff | 12- 9-36 | 11- 9-37 |
| 1285 | W. Yucas | Cutoff Chipper | 12- 2-36 | 11-10-37 |
| 1284 | F. Taut | Laborer | 11-19-36 | 11- 9-37 |
| 1278 | J. Gambina | " | 10-26-36 | 11-10-37 |
| 1259 | M. Misek | Chipper | 10-26-36 | 11-10-37 |
| 1238 | F. Kovack | " | 10-22-36 | 11-10-37 |
| 1233 | W. Kalina | Truck Driver | 10-22-36 | 1- 5-38 |
| 1217 | P. Salenko | Grinder | 10-22-36 | 1- 5-38 |
| 1279 | A. Zaleski | Chipper | 10- 7-36 | 3-11-38 |
| 1224 | J. Schulz | " | 8- 3-36 | 3-11-38 |
| 1250 | S. Kouna | Laborer | 7-28-36 | 1- 5-38 |
| 1227 | J. Kukock | " | 7-28-36 | 1- 5-38 |
| 1277 | A. Auges | Chipper | 7-28-36 | 3-11-38 |
| 1263 | J. Seretin | " | 5- 6-36 | 3-11-38 |
| 1251 | C. Kamert | Laborer | 4-22-36 | 3-11-38 |
| 1272 | C. Galkus | Cutoff Chipper | 2- 6-36 | 3-11-38 |
| 1213 | A. Melcoskey | Chipper | 2- 6-36 | 3-11-38 |
| 1283 | W. Sterling | Inspector | 11-16-36 | |
| 1280 | W. Sich | Checker & Assistant Foreman | 5- 5-36 | |
| 1237 | J. Vazanonis | Chipper | 11- 6-35 | |
| 1241 | G. Gurnevaz | " | 11- 6-35 | |
| 1207 | J. Lazda | " | 9-27-35 | |
| 1261 | L. Ladd | Sand Blast Opr | 4-29-35 | |
| 1252 | G. Pilitaukas | Chipper | 4- 9-35 | |
| 1249 | J. Lehrback | " | 3- 6-35 | |
| 1212 | G. Lackhouse | Torch Man | 5- 8-34 | |
| 1236 | J. Bushlus | Chipper | 4-10-34 | |
| 1243 | F. Novina | " | 10-17-33 | |
| 1246 | J. Grzegorzak | " | 9- 6-33 | |
| 1220 | P. Murphy | Gas & Arc Welder | 8-28-33 | |
| 1258 | J. Minichas | Chipper | 8- 4-33 | |
| 1248 | P. Wisnaski | Grinder | 4-14-33 | |
| 1274 | G. Belov | Checker | 8-17-29 | |
| 1226 | M. Pyoz | Chipper | 8-26-27 | |
| 1218 | K. Yotkus | Grinder & Chipper | 6-13-23 | |
| 1221 | I. Sholtés | Oven Tender | 4-24-23 | |
| 1262 | D. Krolectech | Chipper | 2-26-23 | |
| 1219 | J. Polowski | Grinder | 2- 8-23 | |
| 1247 | A. Smith | Chipper | 1-31-23 | |
| 1222 | I. Nutofke | Grinder | 1- 3-23 | |
| 1216 | F. Kubicke | Torch Man | 12-23-12 | |
| 1235 | J. Hologua | Chipper | 5-23-12 | |

March 14, 1938.

RESPONDENT'S EXHIBIT 7

2246

Iron Floor

| Number | Name | Occupation | Hired | Laid-Off |
|--------|--------------------|--------------------|----------|----------|
| 1149 | A. Glatz..... | Laborer..... | 7-19-37 | 11- 5-37 |
| 1120 | R. Burr..... | "..... | 5-17-37 | 11- 5-37 |
| 1155 | F. Markow..... | "..... | 6-30-36 | 11- 5-37 |
| 1059 | G. Larson..... | Molder..... | 5-19-36 | 11- 9-37 |
| 1057 | Paul Bozurich..... | "..... | 4-22-36 | 11- 9-37 |
| 1116 | Joe Zickies..... | Gear Molder..... | 3- 3-36 | |
| 1054 | L. Moore..... | Iron Pourer..... | 7- 2-35 | |
| 1137 | J. Bredis..... | Sand Mill Opr..... | 9-14-33 | |
| 1126 | E. White..... | Helper..... | 8-31-33 | |
| 1044 | J. Margie..... | Molder..... | 11- 3-32 | |
| 1078 | W. Matthews..... | "..... | 11- 1-32 | |
| 1076 | A. Loch..... | "..... | 11- 1-32 | |
| 1043 | J. Robinson..... | "..... | 11- 1-32 | |
| 1045 | G. Josefson..... | "..... | 10- 8-23 | |
| 1158 | John Filepas..... | Slinger Man..... | 5-24-23 | |
| 1042 | E. Frit..... | Mlder..... | 4-13-23 | |
| 1064 | A. Wasilius..... | Flask Man..... | 2-15-23 | |
| 1124 | J. Balakitis..... | Crane Man..... | 1- 2-23 | |
| 1051 | F. Wasbuski..... | Mlder..... | 5-12-13 | |
| 1066 | S. Petrouakis..... | "..... | 4-28-13 | |
| 1121 | F. Kohler..... | Crane Opr..... | 6-10-13 | |
| 1052 | T. Gillis..... | Mlder..... | 4- 7-13 | |

March 14, 1938

RESPONDENT'S EXHIBIT 8

2247

Core Room

| Number | Name | Occupation | Hired | Laid Off |
|--------|-------------------|--------------------|----------|----------|
| 1024 | M. Gilmanten | Core Maker | 10- 5-37 | 11- 9-37 |
| 1175 | Norman Parker APP | " " | 6-21-37 | 3-10-38 |
| 1007 | A. Persson | " " | 6- 7-37 | 11- 9-37 |
| 1029 | C. Plagge | Laborer Sand Mixer | 4- 1-37 | 3-10-38 |
| 1107 | J. McNamara | Core Maker | 1-27-37 | 11- 9-37 |
| 1014 | E. Keanne | " " | 12-15-36 | 11- 9-37 |
| 1017 | L. Zanowskis | " " | 12- 9-36 | 11- 9-37 |
| 1134 | A. Kazen | " " | 7-13-36 | 11-17-37 |
| 1132 | R. Bulanda | " " | 7- 9-36 | 11-17-37 |
| 1101 | S. Manaso | " " | 6-23-36 | 11-17-37 |
| 1084 | J. Jorkowski | " " | 6- 9-36 | 11-17-37 |
| 1049 | S. Balkowski | " " | 5- 4-36 | 11-17-37 |
| 1048 | B. Kritz | " " | 5- 4-36 | 11-17-37 |
| 1047 | E. Schew | " " | 4-28-36 | 3-10-38 |
| 1041 | J. Vrubly | " " | 4-27-36 | 3-10-38 |
| 1006 | A. Edges | " " | 3-30-36 | 3-10-38 |
| 1008 | S. Marsh | " " | 3- 3-36 | 3-10-38 |
| 1013 | B. Hayden | " " | 10- 7-35 | |
| 1004 | P. Valeikis | " " | 12-11-35 | |
| 1125 | J. Coez | Laborer | 3-13-35 | |
| 1039 | J. Rizzo | Core Maker | 9- 6-34 | |
| 1003 | Ward Brigham | " " | 5- 9-34 | |
| 1119 | John Harvath | Crane Opr. | 1- 4-34 | |
| 1019 | F. Kakhouse | Core Maker | 9-11-33 | |
| 1011 | Wm. Svirmukas | " " | 9- 7-33 | |
| 1020 | M. Masilonis | " " | 9- 6-33 | |
| 1036 | Samon Kance | Laborer Oven | 7-21-33 | |
| 1027 | Elizabeth Gillis | Core Maker | 12-13-32 | |
| 1002 | Joe Gnacinaki | " " | 11- 1-32 | |
| 1118 | Joe Sukorich | " " | 11-21-31 | |
| 1033 | Ralph Seniva | " " | 8-11-27 | |
| 1037 | Sam Ginta | " " | 10-28-26 | |
| 1028 | Hugo Geissler | " " | 3-16-25 | |
| 1038 | John Zansitis | " " | 8- 2-23 | |
| 1035 | Jake Kamasauske | Oven Tender | 10-11-20 | |
| 1021 | John Egney | Core Maker | 12-18-17 | |
| 1025 | F. Kilmatis | " " | 3-31-13 | |

March 14, 1938

1386

Respondent's Exhibit 9.

RESPONDENT'S EXHIBIT 9

2248

Apprentices

| Number | Name | Occupation | Hired | Laid Off |
|--------|-------------|------------|----------|----------|
| 1009 | M. Hinckley | | 3- 3-36 | |
| 1022 | E. Burton | | 12-12-35 | |
| 1010 | W. Bolton | | 7- 5-35 | |
| 1026 | F. Klimatis | | 4-12-35 | |
| 1015 | J. Kubenker | | 3-12-35 | |
| 1005 | J. Lubicki | | 3-11-29 | |

March 14, 1938

RESPONDENT'S EXHIBIT 10

2249

Carpenters

| Number | Name | Occupation | Hired | Laid Off |
|---------------|---------------|------------------------|----------|----------|
| 1160 | A. Kochan | | 4-26-34 | |
| 1129 | J. Sharma | | 11- 1-22 | |
| Patt. Storage | | | | |
| 1173 | E. Kipper | Vault | 8-12-37 | 11- 4-37 |
| 1085 | H. Scott | " | 5-22-36 | 1- 7-38 |
| 1159 | J. Lackhouse | " | 4-17-36 | 1- 7-38 |
| 1166 | M. Harris | " | 10-31-32 | |
| 1178 | J. Kowatch | Checker | 3-20-28 | |
| 1168 | T. Sterkus | Vault | 2-20-24 | |
| | | Janitors | | |
| 1055 | A. Davidson | | 11-17-36 | 3-10-38 |
| 1014 | E. Rogalski | Cripple 1055 forfeited | 8- 2-37 | |
| 1167 | C. Olson | | 5- 8-29 | |
| Gaggerman | | | | |
| 1053 | F. Solinko | | 4-28-37 | |
| Office | | | | |
| 1165 | R. Loucka | Time Keeper | 6-15-37 | 3-10-38 |
| 1164 | D. Dwyer | S. E. | 12-15-36 | 3-10-38 |
| 1040 | E. Wittkouski | Alloy | 3-31-36 | 3-10-38 |
| 1016 | R. Erickson | Prod. | 1-28-36 | |
| 1034 | E. Buterell | " | 10-22-35 | |
| 1163 | L. Vokac | " | 4-30-30 | |
| 1281 | L. Dicker | S. E. Clerk | 8-27-23 | |
| 1007 | J. Spicer | (Maintenance) | | |

March 14, 1938

RESPONDENT'S EXHIBIT 11

2250

Charging Floor and Cupola

| Number | Name | Occupation | Hired | Laid Off |
|--------|---------------------|-------------------------|----------|----------|
| 1162 | Jesse Evans..... | Charge floor..... | 5-26-37 | 1- 6-38 |
| 1106 | Al. Keupiekis..... | Cupola helper..... | 9-14-36 | 3-11-38 |
| 1189 | John Lekoujis..... | "..... | 2-25-35 | |
| 1145 | Z. Petroski..... | Coke man..... | 6-27-33 | |
| 1065 | John Friedle..... | Charge floor..... | 8-11-27 | |
| 1144 | Geo. Lekhous..... | Cupola tapper..... | 11- 4-27 | |
| 1141 | Mike Klabanas..... | Charge floor..... | 2-16-25 | |
| 1142 | Joe Slazas..... | Cupola Tapper..... | 12- 5-24 | |
| 1146 | Robt. Hollaway..... | Crane Opr. Chge. Flr... | 8-30-23 | |
| 1138 | Joe Pachzarcak..... | Chge. floor..... | 6-24-20 | |
| 1156 | L. Smith..... | Cupola helper..... | 3-17-17 | |
| 1133 | Chas. Zimkus..... | Cupola helper..... | 10-16-16 | |

March 14, 1938

RESPONDENT'S EXHIBIT 12

2251

Sprocket Floor

| Number | Name | Occupation | Hired | Laid Off |
|--------|-------------------|---------------------|----------|----------|
| 1172 | Al Berger..... | Laborer..... | 4- 7-37 | 3-10-38 |
| 1139 | J. York..... | "..... | 3-17-37 | 3-10-38 |
| 1110 | Matt. Stumpf..... | "..... | 7-24-36 | 3-10-38 |
| 1046 | Fred Meyer..... | Molder..... | 12-23-36 | |
| 1177 | C. Ram..... | "..... | 5-25-36 | |
| 1117 | Alex Slucas..... | Crane Man..... | 3-12-35 | |
| 1074 | Tony Green..... | Sprocket mlder..... | 9- 5-34 | |
| 1114 | A. Spagel..... | "..... | 7-24-33 | |
| 1107 | S. Skrudas..... | "..... | 4-28-26 | |
| 1113 | G. Weiner..... | Molder..... | 2-19-23 | |
| 109 | B. Suskeinz..... | "..... | 6-19-22 | |
| 1108 | T. Grinis..... | "..... | 4-23-17 | |

March 14, 1938

1388

Respondent's Exhibits 13 and 14.

RESPONDENT'S EXHIBIT 13

2252

Bench Floor

| Number | Name | Occupation | Hired | Laid Off |
|--------|--------------------|--------------------|----------|----------|
| 1059 | Gust Larson..... | Laborer..... | 11-29-37 | 3-10-38 |
| 1083 | Joe Juriates..... | " | 6- 3-36 | 3-10-38 |
| 1085 | H. Scott..... | " | 5-22-36 | 3-10-38 |
| 1032 | W. Peters..... | Molders Bench..... | 2-15-37 | |
| 1111 | S. Zalewa..... | " | 7- 7-36 | |
| 1099 | J. Westerhoff..... | " | 6-15-36 | |
| 1127 | Joe Thomas..... | " | 5-25-36 | |
| 1082 | D. Pronshites..... | " | 4-28-36 | |
| 1058 | F. Retterer..... | " | 4-15-35 | |
| 1060 | F. Partake..... | " | 8- 2-33 | |
| 1073 | E. Rieger..... | " | 7-31-33 | |
| 1070 | J. Arak..... | " | 11-22-32 | |
| 1062 | A. Wojick..... | " | 11- 1-32 | |
| 1063 | T. Saibl..... | " | 11- 1-32 | |
| 1072 | T. Masaitis..... | " | 8-17-27 | |
| 1067 | J. Zebranaky..... | " | 5-11-22 | |
| 1071 | T. Jozapavick..... | " | 7-14-19 | |

March 14, 1938

RESPONDENT'S EXHIBIT 14

2253

Machine Floor

| Number | Name | Occupation | Hired | Laid Off |
|--------|-----------------------|---------------------|----------|----------|
| 1147 | Walter Tubutes..... | Crane operator..... | 7-19-37 | 3-10-38 |
| 1176 | Joe Andrickson..... | Mach. molder..... | 7- 1-37 | 1- 6-38 |
| 1174 | Frank Kalnes..... | Laborer M. F..... | 6-21-37 | 11- 4-38 |
| 1068 | John Lush..... | Mach. molder..... | 2-11-37 | 1- 6-38 |
| 1079 | Pete Kasper..... | " | 1-25-37 | 1- 6-38 |
| 1154 | Kurt Rogell..... | " | 7- 6-36 | 3-10-38 |
| 1153 | Ed Rudaites..... | " | 5- 5-36 | 3-10-38 |
| 1150 | Ed Goode..... | Crane Op. Mach..... | 4- 7-36 | |
| 1086 | Pete Petrulis..... | Mach. molder..... | 4- 1-35 | |
| 1097 | Paul Froemke..... | " | 3-25-35 | |
| 1161 | John Riba..... | " | 3-23-35 | |
| 1135 | Felix Zitkus..... | " | 4-18-34 | |
| 1088 | Mike Kriegler..... | " | 8-24-33 | |
| 1087 | Stanley Gedra..... | " | 8-18-33 | |
| 1123 | John Wahonis..... | Crane Opr..... | 11-22-32 | |
| 1089 | Steve Shiskaulas..... | Mach. molder..... | 8-19-29 | |
| 1096 | Wm. Folkmit..... | " | 3- 3-26 | |
| 1080 | Wm. Unitus..... | " | 4-19-20 | |

March 14, 1938

Respondent's Exhibit 15.

1389

RESPONDENT'S EXHIBIT 15

2254

Steel Floor

| Number | Name | Occupation | Hired | Laid Off |
|--------|---------------------|---------------------|----------|-------------|
| 1115 | S. Schipstick..... | Maintenance..... | 6-28-37 | 3-10-38 |
| 1148 | E. Drefs..... | Laborer..... | 5-24-37 | 11- 4-37 |
| 1112 | L. Hermann..... | "..... | 5-19-37 | 11- 4-37 |
| 1157 | P. Kavalauskas..... | Molder..... | 1- 5-37 | 3-10-38 |
| 1056 | A. Zyles..... | Laborer..... | 6- 3-36 | 11- 4-37 |
| 1128 | R. Olson..... | Molder..... | 6-17-37 | 3-10-38 |
| 1169 | E. Bara..... | "..... | 1- 7-37 | 3-10-38 |
| 1012 | Z. Petrouski..... | "..... | 3-31-36 | 3-10-38 |
| 1151 | F. Janisch..... | Skimmer..... | 7-20-36 | |
| 1131 | E. Kavalauses..... | Molder..... | 3-16-36 | * old timer |
| 1143 | J. Serpitis..... | Skimmer..... | 3-12-35 | |
| 1092 | F. Rimbatis..... | Molder..... | 1- 8-35 | |
| 1093 | A. Balyweit..... | "..... | 4-11-34 | |
| 1094 | N. Kovats..... | Molder (bench)..... | 10- 8-29 | |
| 1102 | J. Kachmack..... | "..... | 3-16-26 | |
| 1103 | W. Baltenkawas..... | "..... | 10- 5-25 | |
| 1098 | J. Barados..... | (bench)..... | 12- 8-24 | |
| 1095 | O. Mannstein..... | "..... | 6- 4-23 | |
| 1090 | C. Petrauski..... | "..... | 9-12-22 | |
| 1091 | S. Shikis..... | "..... | 9- 5-17 | |
| 1122 | J. Harneck..... | Craneman..... | 1898 | |

March 14, 1938

RESPONDENT'S EXHIBIT 16

2255

Iron Cleaning

| Number | Name | Occupation | Hired | Laid Off |
|--------|------------------------------|----------------------|----------|----------|
| 1229 | J. Zunette..... | Checker..... | 9-19-23 | |
| 1293 | A. Thomas..... | Laborer..... | 8- 9-37 | 10- 8-37 |
| 1280 | R. Hill..... | "..... | 6- 3-37 | 10- 8-37 |
| 1230 | L. Wallis..... | "..... | 7-30-37 | 10- 8-37 |
| 1299 | T. Murphy..... | " Scale Opr..... | 4- 8-37 | 1- 6-38 |
| 1298 | P. Yumiccah..... | Laborer..... | 4- 2-37 | 10- 8-37 |
| 1295 | F. Horn..... | Chipper..... | 3-19-37 | 11-29-37 |
| 1293 | F. Sazama..... | "..... | 1-27-37 | 1- 6-38 |
| 1263 | J. Tomas..... | Gas Welder..... | 8-17-36 | 3-11-38 |
| 1204 | A. Wojack..... | Laborer..... | 6-19-36 | 1- 6-38 |
| 1275 | J. Kosir..... | Chipper..... | 4-28-36 | 3-11-38 |
| 1270 | M. Kachinsky..... | Laborer..... | 4-23-36 | 3-11-38 |
| 1268 | W. Hannastead..... | Chipper..... | 2- 6-36 | 3-11-38 |
| 1256 | N. James..... | "..... | 1-27-36 | 3-11-38 |
| 1203 | R. Laird (Maintenance Mach.) | from tool room | | |
| 1215 | C. Knuska..... | (Inspector)..... | 12-27-35 | |
| 1245 | K. Matuliokas..... | Laborer..... | 11- 6-35 | |
| 1239 | S. Jorgasti..... | Chipper..... | 6-18-35 | |
| 1244 | J. De Nunzio..... | "..... | 4-23-35 | |
| 1254 | G. Guadanama..... | "..... | 4- 9-35 | |
| 1228 | H. Frisch..... | "..... | 4- 5-35 | |
| 1209 | A. Doulglass..... | "..... | 3-20-35 | |
| 1211 | J. Chuapis..... | Gear Grinder..... | 9-24-34 | |
| 1214 | F. Galita..... | Sand Blast Op..... | 5- 8-34 | |
| 1202 | T. Breditie..... | Mill man..... | 8- 8-33 | |
| 1276 | P. Wisnaski..... | Chipper..... | 8- 2-33 | |
| 1269 | P. Kiseluis..... | Grinder..... | 5-21-29 | |
| 1260 | J. Lasdauski..... | Sand Blast Op..... | 10-29-28 | |
| 1267 | C. Engstrom..... | Trucker..... | 10-19-28 | |
| 1265 | J. Sulech..... | Mill room..... | 6- 6-28 | |
| 1201 | F. Belle..... | Chipper..... | 6- 9-27 | |
| 1271 | S. Kravarik..... | Grinder..... | 1-15-25 | |
| 1255 | T. Rimkus..... | (Swing Grinder)..... | 6-14-22 | |
| 1264 | F. Marzick..... | (Mill man)..... | 3-22-20 | |
| 1253 | W. Wykepis..... | Chipper..... | 11-24-19 | |
| 1208 | J. Yuskis..... | Grinder..... | 8- 6-19 | |
| 1234 | J. Petrauskis..... | Spkt. grinder..... | 2- 5-16 | |
| 1210 | V. Wichert..... | Splitter..... | 11- 5-15 | |

March 14, 1938

RESPONDENT'S EXHIBIT 17

Night Shakeout

2256

| Number | Name | Occupation | Hired | Laid Off |
|--------|--------------------|---------------|----------|----------|
| 1182 | W. Tanckus..... | Laborer..... | 8-25-37 | 3-10-38 |
| 1196 | L. Raudes..... | "..... | 7-21-37 | 3-10-38 |
| 1192 | F. Rymkus..... | "..... | 5-20-37 | 3-10-38 |
| 1199 | A. Maukauskis..... | "..... | 3- 5-37 | 3-10-38 |
| 1180 | T. Gumbar..... | "..... | 9-11-36 | |
| 1194 | J. Waich..... | "..... | 4- 2-36 | |
| 1181 | V. Lukos..... | "..... | 2- 3-36 | |
| 1185 | K. Romaskey..... | "..... | 12-16-35 | |
| 1187 | A. Missus..... | "..... | 3- 6-35 | |
| 1195 | C. Lee..... | "..... | 7-24-34 | |
| 1193 | M. Shaikus..... | "..... | 2- 1-34 | |
| 1191 | S. Griggs..... | "..... | 8-15-33 | |
| 1188 | P. Buckus..... | Crane Op..... | 7-31-33 | |
| 1184 | J. Samones..... | Laborer..... | 7- 8-28 | |
| 1186 | I. Strakates..... | "..... | 10-28-26 | |
| 1198 | J. Klinas..... | "..... | 5- 1-25 | |

March 14, 1938

RESPONDENT'S EXHIBIT 18

Convertor

2257

| Number | Name | Occupation | Hired | Laid Off |
|--------|-----------------------|---------------|----------|----------|
| 1069 | John Kasanauckas..... | Helper..... | 11-15-32 | |
| 1140 | Joe Kisulius..... | "..... | 3-22-35 | |
| 1136 | Pete Zylinaki..... | Operator..... | 8- 7-28 | |
| 1130 | James Steele..... | "..... | 4-14-19 | |

March 14, 1938

RESPONDENT'S EXHIBIT 19

2258

Pattern Shop

| Number | Name | Occupation | Hired | Laid Off |
|--------|--------------|--------------------------|----------|----------|
| DP 5 | J. Blair | Pattern maker | 8- 5-36 | 11- 5-37 |
| 4 | A. Johnson | " " | 7-22-36 | 11- 5-37 |
| 20 | D. Lindstrom | " " | 7-17-36 | 11- 5-37 |
| 6 | F. Lello | (Boy in Patt. shop) | 1- 3-36 | 2-25-38 |
| 1 | E. Coyle | (Time-keeper) | 8-20-37 | |
| 4 | A. Carlson | (Patt. maker Pre-ser) | 10-26-36 | |
| 17 | J. Wolznak | (Caldwell-Moore)transfer | 4-22-36 | |
| 18 | A. Erickson | Pattern maker | 11-16-35 | |
| 15 | D. Hill | " " | 11-11-35 | |
| 16 | O. Byerka | " " | 1-23-35 | |
| 14 | R. Siegle | " " | 1-22-35 | |
| 8 | G. Belanger | " " | 8- 3-33 | |
| 9 | W. Bronski | " " | 7-31-33 | |
| 23 | P. Klose | " " | 10-31-27 | |
| 19 | S. Berklund | " " | 5-21-25 | |
| 10 | El Wright | Metal Patt. maker | 2- 2-20 | |
| 12 | Jack Young | Pattern maker | 1-23-20 | |
| 21 | E. Johnson | " " | 6- 9-19 | |
| 11 | J. Van Plew | " " | 6- 9-19 | |
| 13 | J. Mack | Janitor | 1-19-16 | |
| 2 | W. Sladek | | 1898(?) | |
| 7 | T. Johnson | Apprentice | 4-24-34 | |

March 14, 1938

Respondent's Exhibit 20

1393

U.S. PAT. 1,317,400 LICENSED FOR USE UNDER PATENT 4,372,482
LINK BELT CO.

| QUANTITY | ITEM NO. | CLASS OF MAT. | PRICE | ORDER NO. | ITEM | ACCOUNT | STORES CLASS | WEIGHT | AMOUNT | STORES ISSUE |
|---|----------|---------------|-------|-----------|------|---------|--------------|--------|--------|--------------|
| 134 | 114 | 200000 | | | | | | | 1.43 | |
| <p>INVOICE</p> <p>JUL 18 1937</p> <p>12 12 25</p> <p>Wm. J. Kowalewski</p> <p>Rep. 20 niter</p> <p>ISSUED BY: JUL 28 1937</p> <p>DATE ORDERED: JUL 28 1937</p> <p>ISSUED BY: Wm. J. Kowalewski</p> | | | | | | | | | | |

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Respondent's Exhibits.

1395

2260 RESPONDENT'S EXHIBITS 21 TO 23.
Marked for Identification Only.

2261 RESPONDENT'S EXHIBIT NO. 24.

#1274

George Belov
Time Cards.

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1

44553

1274

DATE

TIME

DATE

TIME

DATE

TIME

DATE

TIME

DATE

TIME

DATE

TIME

DATE

TIME

DATE

ORDER NO. AND ITEM - QUANTITY

Night Checker

LABOR CARD

3375

L.B.N. 131705 LICENSED FOR THE NUMBER 1,772,487

LINK BELT CO.

Straight

| STOP | START | MONDAY | ELAPSED TIME | TOTAL HRS. |
|------------------|-------|-----------|--------------|------------|
| APR 20 - 7.0 | | | 9-1- | |
| APR 21 - 7.0 | | TUESDAY | 9-1- | |
| APR 22 - 7.0 | | WEDNESDAY | 9-1- | |
| APR 23 - 7.0 | | THURSDAY | 9-1- | |
| APR 24 - 7.0 | | FRIDAY | 9-1- | |
| APR 25 - 7.0 | | SATURDAY | | |
| | | SUNDAY | | |
| TOTAL TIME TAKEN | | | | |

L.B.N. 131228-6438

1399

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[illegible]

| STOP | | START | | ELAPSED TIME | TOTAL MILES |
|-----------|------|-------|------|--------------|-------------|
| MONDAY | STOP | START | STOP | | |
| TUESDAY | STOP | START | STOP | | |
| WEDNESDAY | STOP | START | STOP | | |
| THURSDAY | STOP | START | STOP | | |
| FRIDAY | STOP | START | STOP | | |
| SATURDAY | STOP | START | STOP | | |
| SUNDAY | STOP | START | STOP | | |

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[illegible][illegible]

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[illegible]

| | | ELAPSED TIME | | TOTAL HOURS | | TOTAL MINS. |
|-----------|--|--------------|-------|-------------|-----|-------------|
| | | STOP | START | 9- | 1- | * |
| MONDAY | | | | | | |
| | | STOP | START | 9- | 1- | |
| TUESDAY | | | | | | |
| | | STOP | START | 9.3 | 1.3 | * |
| WEDNESDAY | | | | | | |
| | | STOP | START | 9- | 1- | |
| THURSDAY | | | | | | |
| | | STOP | START | 9- | 1- | |
| FRIDAY | | | | | | |
| | | STOP | START | | | |
| SATURDAY | | | | | | |
| | | STOP | START | | | |
| SUNDAY | | | | | | |
| | | STOP | START | | | |

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RESPONDENT'S EXHIBIT 25

2269

Dept. DMH

| Number | Name | Occupation | Hired | Laid Off |
|--------|-----------------------|-----------------------|----------|----------|
| 190 | D. Williams | Small mill | 12-14-36 | 12-4-37 |
| 205 | A. Zultner | " | 11-20-36 | 12-4-37 |
| 177 | V. Bond | " (N) | 10-21-36 | 12-4-37 |
| 176 | T. Andrews | " (N) | 5-19-36 | 12-4-37 |
| 188 | E. Behounek (Injured) | " | 3-9-36 | |
| 185 | N. Johnson | " (N) | 10-30-35 | 12-4-37 |
| 174 | J. Nemejc | " (N) | 10-29-35 | |
| 209 | P. Panos | " | 10-2-35 | |
| 198 | H. McCafferty | " | 6-17-35 | |
| 187 | H. Einwalter | " | 3-17-30 | |
| 173 | S. Kaline | " | 8-6-28 | |
| 186 | W. Hokinson | " | 12-15-24 | |
| 194 | G. Buell | Large Mill | 3-8-35 | |
| 175 | E. Smith | " | 5-8-16 | |
| 179 | R. Froling | " | 6-24-15 | |
| 172 | J. Hughes | " | 7-16-07 | |
| 184 | E. Blewett | Sprocket Lathe | 12-13-26 | |
| 182 | W. Kachulis | " | 2-25-16 | |
| 180 | D. Miller | Keyseater (N) | 6-14-29 | |
| 189 | J. Gibbons | " | 5-29-16 | |
| 193 | V. Milbacher | " | 8-13-12 | |
| 199 | T. Vanfroba | Set screwing | 8-29-13 | |
| 207 | J. Schults | Broach | 2-9-37 | |
| 204 | J. Konetaki | Cut off | 8-25-37 | |
| 83 | J. Pasholski | Babbitt room | 7-9-10 | |
| 112 | B. Jackson | Pulley machines | 12-17-35 | |
| 84 | C. Rys | Brass bushing machine | 11-5-35 | |
| 76 | D. Richardson | Shaft lathe (N) | 7-15-36 | 1-5-38 |
| 111 | J. Cousland | " | 1-28-16 | |
| 191 | W. Wallace | " | 2-1-91 | |
| 202 | N. Polutanowitch | Cylindrical grinder | 11-9-36 | 1-4-38 |
| 108 | W. Kalchbrenner | " | 1-7-36 | |
| 141 | F. Walker | Spliner (N) | 11-17-36 | 2-3-38 |
| 203 | L. Gadwell | " | 5-18-10 | |

March 14, 1938

1412

Respondent's Exhibit No. 26.

2270

RESPONDENT'S EXHIBIT NO. 26.

Amalgamated Association of Iron, Steel and Tin Workers
of North America

(Steel Workers Organizing Committee)
3600 Grant Building Pittsburgh, Pa.

C No. 8269

Date _____ 19____

I hereby accept membership in the Amalgamated Association of Iron, Steel & Tin Workers of North America, through the Steel Workers Organizing Committee, and of my own free will hereby authorize the Steel Workers Organizing Committee, its agents or representatives to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment.

Employed by (Company and Location) Link Belt Co.,
300 W. Pershing Rd. (Department) Charging Floor.
If not working check ☐

Name

Address

Organizer

(In left-hand stub.)

C No. 8269

Member's
Receipt

Steel Workers Organizing Committee
3600 Grant Building, Pittsburgh, Pa.

This is to Certify that

(Name of Member)

has accepted membership in the A. A. of I. S. & T. W.
and has paid dues of One (\$1.00) Dollar for the month
of _____, 19____.

Louis Salmons,
Organizer.

2271 **RESPONDENT'S EXHIBIT NO. 27.**

A special meeting of Employees Board was called on the 19th of April 1937 at 8:15 A. M.

Following the dictates of the Wagner bill, the employees board, after an unanimous vote for disbandment of said board and mutually agreed to by the management of Link-Belt Company, do this 19th day of April disband said board.

Employees Board.

For Employees Board.

H. R. Freling
H. J. Brucks
F. F. Lackhouse
W. J. Greenlee
Walter Bailey
Jack Litster
4-19-37

For Link-Belt Company.

E. L. Berry
4-19-37

2272 **RESPONDENT'S EXHIBIT NO. 28.**

(Letterhead of Link-Belt Company, Chicago.)
April 21, 1937.

Mr. E. L. Berry,
Ass't. General Manager,
Link-Belt Company,
300 W. Pershing Road,
Chicago, Illinois.

Dear Mr. Berry:

You have presented me with an agreement form prepared by the Independent Union of Craftsmen of the 39th Street Plant of the Link-Belt Company, which states that this Union represents over 50% of the employees of the 39th Street Plant and that by checking the signatures of the employees' list presented to you you have assured yourself that this is true.

This letter, therefore, is your authority to sign this recognition agreement on behalf of the Link-Belt Company.

Very truly yours,

Alfred Kauffmann,
President.

2273 RESPONDENT'S EXHIBIT NO. 29.

Chicago, Ill., May 7, 1937.

Mr. E. L. Berry, Assistant Manager
Link-Belt Company (39th Street Plant)
Chicago, Illinois.

Dear Mr. Berry:

The Independent Union of Craftsmen of the 39th St. Plant, thru its duly elected representatives, wish to open negotiations with the Link-Belt Company in regard to the formation of a working contract between the Independent Union of Craftsmen and the Link-Belt Company.

If convenient for you, we suggest that we have our first meeting either Monday afternoon or Tuesday morning of next week.

Sincerely yours,

Delegates Frank Litster
G. F. Linde,
H. R. Froling.

L:C

HAYNES CORPORATION

Cleaning & Grinding Castings

Cast Steel

| Operation No. | Description | | Manits Per Cwt. | Cwt. Per Man Hr. | | | Pre-Man. Rating M. P. H. |
|---------------|-------------------------------|------------|-----------------|------------------|------|-------------|--------------------------|
| | | | | Pre-Manit | Std. | Normal Ult. | |
| A | Chipping Spkts..... | 1#- 100# | 44.0 | 81 | 136 | 182 | 36 |
| B | " " | 101 - 500 | 11.0 | — | 545 | 727 | — |
| C | Gears..... | 1 - 100 | 40.0 | 97 | 150 | 200 | 39 |
| D | " " | 101 - 500 | 20.0 | — | 300 | 400 | — |
| E | " " | 501 - Up | 11.0 | — | 545 | 525 | — |
| F | Cleaning Cr. Crane Parts..... | 1#- 5# | 311.0 | 12 | 19 | 25 | 38 |
| G | " " " " | 6 - 20 | 146.0 | 29 | 41 | 39 | 42 |
| H | " " " " | 21 - 100 | 76.0 | 41 | 79 | 105 | 21 |
| I | " " " " | 101 - 200 | 51.0 | — | 118 | 157 | — |
| J | " " " " | 201 - 500 | 32.0 | 156 | 189 | 250 | 43 |
| K | " " " " | 501 - 1000 | 11.5 | — | 521 | 625 | — |
| L | " " " " | 1001 - Up | 6.5 | — | 924 | 1232 | — |
| M | Loco. " " | 1#- 5# | 360.0 | 13 | 16 | 21 | 49 |
| N | " " " " | 6 - 20 | 166.0 | 30 | 36 | 48 | 48 |
| O | " " " " | 21 - 50 | 67.0 | 53 | 90 | 120 | 35 |
| P | " " " " | 51 - 100 | 20.0 | — | 300 | 400 | — |
| Q | " " " " | 101 - 200 | 17.0 | 165 | 353 | 471 | 28 |
| R | " " " " | 201 - 300 | 14.0 | — | 425 | 750 | — |
| S | " " " " | 301 - 500 | 12.0 | — | 500 | 660 | — |
| T | Misc. Parts..... | 1 - 50# | 76.0 | 41 | 79 | 105 | — |
| U | " " " " | 51 - 200 | 27.0 | 160 | 222 | 200 | 43 |
| V | " " " " | 201 - 500 | 18.0 | 153 | 333 | 433 | 28 |
| W | " " " " | 501 - Up | 11.0 | 257 | 545 | 725 | 23 |

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2276 RESPONDENT'S EXHIBIT NO. 31.

Mike Karbel.

Comparison of 1242 and 5 Other Men.

| Manits— | Pc. Work | Day Work |
|-----------------------------|----------|-----------------------|
| Time Taken— | | |
| 289.5 hrs. @ 55¢ = \$159.23 | 81.19 | \$16.50 or 30 hrs. |

| | |
|----------------------------|-------|
| Allowed Time— | |
| 210.71 hrs. @ 55¢ = 115.89 | 41.34 |

| | | |
|--------------|-------|------------|
| Loss | 43.34 | Loss 39.86 |
| % Loss | 37% | % Loss 96% |

5 Other Men.

| Manits— | Pc. Work |
|--------------------------|-------------|
| Time Taken— | |
| 200 hrs. @ 55 = \$110.00 | 26.88 |
| Allowed Time— | |
| 256 hrs. @ 55 = 140.80 | 41.34 |
| Bonus | 30.80 |
| % Bonus | 28% |
| Man. 289.5 hrs. | % D. W. 61% |
| P. W. 155.9 " | % P. W. 33% |
| D. W. 30 " | % Man. 6% |

Total 475.4 hrs.

2277 RESPONDENT'S EXHIBIT NO. 32.

1287. Nick Cumorich.

| Manits— | P. W. | D. W. |
|-------------------------------------|-------|--------|
| Time Taken 125. @ 55 = 68.75 | 19.87 | \$.85 |
| Time Allowed 85. @ 55 = 46.75 | 11.48 | |
| Net Loss | 22.00 | 8.39 |
| % Loss | 47% | 73% |
| % Man. 76% | | |
| % P. W. 22% | | |
| % D. W. 2% | | |

2278 INTERVENER'S EXHIBIT NO. 1

Copy.

This Agreement, dated April 21, 1937, between Link-Belt Company and the Independent Union of Craftsmen, a labor union of workers employed by said Corporation:

The Union has presented to the Corporation signatures from well over fifty per cent (50%) of the employees working at the Thirty-Ninth Street Plant, Chicago, Illinois, authorizing the formation of said Union, and authorizing it to act as the collective bargaining agency for employees at said Plant. In accordance with the provision of Section 9 (a) of the National Labor Relations Act, the Corporation recognizes said Union as the exclusive representative of all the employees in said Thirty-Ninth Street Plant, and representatives of the Corporation when so requested will meet with representatives of the Union for the purpose of considering the conclusion of an agreement with respect to wages, hours of employment and other conditions of employment.

Link-Belt Company,

(Signed) By E. L. Berry,

Ass't. General Manager,
39th Street Plant.

Independent Union of Craftsmen,

(Signed) By John Litster,

Chairman.

2279 INTERVENER'S EXHIBIT NO. 2.

To Whom It May Concern

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the Company for which we work.

We, the undersigned desire to form our own organization within the ranks of the employees.

We feel that such an organization would accomplish more without any interference from any outside source whatsoever.

Unless 51% or more of the Link-Belt employees agree to said organization this proposition will be dropped.

B. Davis
C. Wileman
C. DeckerH. Weber
W. Hufnagel
F. Lovett

G. Nardin
L. Fleming
J. Feeney
J. Waldron
B. E. Davis
E. Schmidt
G. O'Brien
E. Brown
V. Abbenga
H. B. Riordan
A. Hayes
A. Pierce
J. John
P. Nomay
J. Conybear
E. Roberts
W. McCarthy
J. Haker
W. Bowes
M. Zavoda
E. Blume
G. Hale
C. Heyer
G. Bowers
S. Muelley
P. Kranich
P. Waterman
P. Bayle
D. Dunn
R. Heny
W. Stroud
W. Cameron
R. O'Brien
E. Knight
C. Gibbons
A. Olson
W. Haitley
D. Malovich
J. Lamont
C. Nielsen
C. Schoenstedt
J. Drinkwater
H. Raddatz
R. Decker
L. Mikhelsen
I. Schmude

F. Kwais
R. Barnes
G. Harter
E. White
A. Kuehner
B. Mueller
C. Smith
J. Ford
C. Vercoe
E. Herman
K. Hickman

A. Magma
A. Stracko
V. Smith
M. Husey
E. Paksa
M. Bailey
S. Stracko
J. Paravich
M. Braun
S. Lidstrom
E. Olson
K. R. Merrick
G. Naley
M. E. Blomberg
O. B. Tallacksen
A. DeNunzio
L. Daly
W. Ertchocovk
L. Spillan
A. Endroll
J. Szabo
J. Petersen
J. Durant
M. Schroeder
W. Moore
H. Krusinger
H. May
C. Scholters
A. Foskett
V. Kuvent
N. Brandt
L. Nero
B. Hobart
M. Foskett

E. Johnson
D. Kane
A. Seyller
R. Speiser
A. Harvey
C. Jable
G. Hudson
H. Nyssen
W. Van Plew
H. Kapela
E. Bergstrom
E. Carken
E. McGovern
R. Greenlee
T. Linters
R. Malmquist
L. Roubeck
A. Colton
D. Willecke
P. Gallagher

M. Holmburger
K. A. Evans
A. Bauman
F. Boynton
A. Myer
M. Swanson
C. Bryan
F. J. Bird
W. Davenport
T. Harris
H. Barker
H. Haky
R. Limbach
E. Dabkey
F. Hynous
P. Erikson
J. Rossi
D. Davis
R. Sullivan
C. Norsted

R. Sayers
G. Bergstrom
G. Torrence Jr.
J. Bostwick
N. Schiedel
E. Lindell
G. Mogart
C. Schneider
D. Winters
J. Kienser
E. Zwart
A. Tripp
H. Dornbach
A. Aylesworth
H. Geist
O. Perbandt
A. Mueller
S. Ahlborg
E. Poulsen
F. Kvet
J. Plutz
W. Erickson

V. Milke
R. Ouska
D. Van Plew
E. Staehelin
C. Schoelm
H. Aincham
E. Kovensky
F. Strnad
H. Burke
A. Ruthrauff
R. Geitran
R. Peisson
P. Groustra
J. Chucan
H. Chandler
C. Nyman
R. Hurd
K. Raymond
J. Christopher
J. Cohn
K. Henrikson
A. N. Haky

H. E. Grill
R. Willers
R. Young
S. Rybicki
R. Bryant
E. Dull
F. Ruehl
G. Vettors
G. Washburn
E. Flynn
T. Lency

J. Litster
B. Rybicki
E. Preston
T. Spicer
L. Schulstad
J. Kozojed
M. Johnson
J. Churchill
G. Ulrich Jr.
W. Nielsen

2281 To Whom It May Concern

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the company for which we work.

We, the undersigned desire to form our own organization within the ranks of the employees.

We feel that such an organization would accomplish more without any interference from any outside source whatsoever.

Unless 51% or more of the Link-Belt employees agree to said organization this proposition will be dropped.

S. Shukiz
A. Balnveit
E. Barra
L. Vokac
E. Reagie
J. Zanetti
J. Arak
T. Marsuti
C. Jacobson
P. Froemke
S. Geeebre
M. Kuegler
F. Adams
A. Burger
W. Seshunsleos
J. Wahkonis
W. Polkwith
E. Rudaitis
S. Leskanskas
K. Zagueski
W. Youaitis
M. Hinckley
A. Olson
J. Lubenkor
J. Robinson

J. Kubicki
J. Marger
J. Zickus
W. Matthew
L. Moore
G. Larson
R. G. Feiffer
B. Hayden
J. Gasen
W. Peters
J. Laif
W. Balton
A. Nojeck
K. Petreuski
W. Yorley
A. Lath
J. Tomas
J. Lush
J. Ribast
P. Pietgulis
F. Retterer
S. Zalewa
S. Petrauska
R. Kresge

1005

1015
1043

2282 To Whom It May Concern

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the company for which we work.

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| | |
|----------------|------------|
| H. Froling | J. Boyle |
| C. Auth | P. Sailer |
| G. Fagerstrand | J. Gibbons |
| H. Stuver | J. Paton |
| M. Kuyper | G. Howe |
| J. Hughes | E. Kitzman |
| H. McCaverty | R. Hallett |
| E. Smith | E. Shandle |
| E. Behounek | S. Grabos |
| M. Hilts | J. Steele |
| R. Toms | L. Monroe |
| J. Kanetski | W. Wallace |
| L. Reiter | |

2283 To Whom It May Concern

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the company for which we work.

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| | |
|---------------|---------------|
| W. Greenlee | E. Jable |
| W. Petersen | F. R. Nottke |
| G. Riedel | H. Mercer |
| F. W. Schulze | A. Laschober |
| J. Dunn | W. J. Johnson |
| J. Kooi | L. Merrifield |
| G. Mair | R. Elseth |
| A. Kolar | G. Dahlke |
| A. Friberg | R. Bergstrom |

F. Van Bampus
D. Doornbos Jr.
C. Wells
E. Hermann
J. J. Elsen
E. Batterson
M. Klaske
A. Corvino
R. Wolfer
W. Bullinger
W. Baker
R. A. Moore
V. Heft
B. Nell
H. Harder
J. Bailie
W. Dahlke
E. Buehler Jr.
John A. DeRuntz
F. Carlson
W. Sladeck
E. Wright

J. C. Spence
W. Moloney
G. Kropack
O. Wahlberg
G. Murdock
W. Lippert
H. Allerson
J. Speiser
M. Wurst Jr.
P. Anderson
W. Gunn
C. Kroemer
C. Borders
H. Borders
C. Nenhouser
J. Johnson
J. Roy
F. Anderson
W. Peters
J. Van Plew
J. Pacholski

2284 To Whom It May Concern

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the company for which we work.

We, the undersigned desire to form our own organization within the ranks of the employees.

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Unless 51% or more of the Link-Belt employees agree to said organization this proposition will be dropped.

| | | | |
|-------------|------|---------------|------|
| R. Erickson | | J. Rochzarek | 1138 |
| N. Kovatz | 1094 | J. Triel | 1065 |
| W. Lonioe | 1115 | W. Ball | 1010 |
| F. Retterer | 1058 | S. Seskauskas | 1089 |
| R. Feffer | 1112 | T. Masaut | 1022 |
| J. York | 1139 | M. Harris | 1166 |
| J. Wakkonis | 1123 | T. Stukus | 1168 |
| J. Kubicki | 1005 | W. Seskaukas | 1075 |
| C. Guirnis | 1105 | J. Zichus | 1176 |
| Feunae | | A. Gillis | 1052 |
| J. Zylinsky | 1108 | K. Kastantas | 1077 |

| | | | |
|------------------|------|----------------|------|
| Geiner | 1136 | J. Thomas | 1127 |
| B. Seskanskas | 1109 | W. Jonitis | 1080 |
| F. Klincitis Jr. | 1026 | W. Tolkmitt | 1096 |
| C. Kachinsky | 1030 | E. Rudaitis | 1153 |
| S. Skrocisilis | 1107 | B. Eledir | 1022 |
| M. Strumph | 1110 | J. Steele | 1130 |
| Z. Petrowski | 1012 | J. Kisulius | 1140 |
| T. Giseen | | J. Mack | 1153 |
| Z. Petrowski | 1145 | C. Petrauskas | 1090 |
| G. Reimer | 1113 | P. Kavalouskas | |
| J. Lubenkov | 1015 | J. Klinas | 1108 |
| J. Robinson | 1043 | S. Griggs | 1191 |
| W. Matthew | 1078 | T. Strackaitis | 1186 |
| G. Larson | 1059 | J. Guacinski | 1002 |
| J. Filipar | 1158 | H. Geissler | 1028 |
| E. Butwell | 1134 | A. Raduilas | 1190 |
| S. Petrususki | | A. Missus | 1187 |
| L. Moore | 1054 | J. Saman | 1184 |
| J. Margie | 1044 | F. Joins | 1151 |

2285 To Whom It May Concern

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the company for which we work.

We, the undersigned desire to form our own organization within the ranks of the employees.

We feel that such an organization would accomplish more without any interference from any outside source whatsoever.

Unless 51% or more of the Link-Belt employees agree to said organization this proposition will be dropped.

| | | |
|---------------|-----------------|-----|
| G. Linde | M. Wurst Sr. | |
| C. Marsili | E. Wehner | |
| H. Brucks | W. Maaks | |
| E. Locum | M. Boczek | |
| H. McAllister | A. Bartuca | 822 |
| J. Wilis | W. Rotto | 568 |
| W. Clark | J. Peldo | |
| V. Finerelli | F. Grodske | 522 |
| A. Nordine | J. Lierman | 635 |
| T. Callis | J. Kernles | 459 |
| D. Lattiere | L. Mattaliano | 355 |
| E. Sykora | H. Kehoe | 490 |
| W. Coha | F. Rothenberger | 533 |
| M. Dahl | J. Stroubeck | 467 |

| | | |
|-----------------|---------------|-----|
| C. Monroe | S. Ravibi | |
| C. Callis | C. Gardua | |
| H. Eakins | L. Clark | |
| W. Mitchell | A. Smith | |
| L. Karerva | A. Borak | |
| F. Nelson | J. Wlicker | 491 |
| V. Pizzo | Q. Wicker | 529 |
| T. Gallagher | R. Frootz | 639 |
| H. Johnston | J. Sloan | 655 |
| E. A. Chapman | J. Miskun | 572 |
| J. Schoss | L. Lundgren | |
| J. Cook | J. Janway | 626 |
| C. Skimедinger | H. Nelson | 581 |
| J. Panhorer | E. S. Wilhelm | 469 |
| S. Krolezyk | E. Dukovich | 647 |
| F. Lasocki | R. Racoti | 631 |
| F. Masloski | C. Bishop | 577 |
| W. Mitchell | J. Lubich | 545 |
| J. Campagna | J. Protolipoc | 530 |
| R. Koehler | H. Krefft | |
| E. Brier | J. Cocack | |
| B. Pyle | Gret | |
| J. Gucus | J. H. Miller | |
| W. Doyle | C. Bakitis | |
| D. Rendulie | T. Higgins | 592 |
| W. Gergtis | M. Price | 499 |
| J. Martinega | F. Zizis | 562 |
| G. Bingham Jr. | J. Staradub | 508 |
| J. Susie | S. Pacholski | 584 |
| J. Kalafut | T. Marinaro | |
| F. Strepens Jr. | J. Verbiscor | |
| D. Maurinac | K. O. Hill | |
| G. Finnek | F. Lemm | |
| F. Johnson | J. Miller | |
| L. Cianuo | S. Bonelli | |
| P. Garen | S. Varnesio | |
| E. Fask | T. Alem | |
| H. Rosenbaum | J. Eckles | |
| E. Hulf | J. Hilicki | 548 |
| G. Teneult | W. Finn | |
| B. Masloski | J. Kelbel | |
| J. Hoban | A. Clark | |
| P. Barich | H. Heinback | |
| P. Janatis | W. Joyce | |
| L. DeRuntz | M. Grgurich | |
| J. Snyder | F. Guaranta | 560 |

| | | | |
|--------------------|-----|--------------|------|
| L. Green | | P. Maculis | 564 |
| A. Barathis | | J. Dahlquist | |
| S. Packard | | Ge. Tepet | |
| 2286 Frank Johnson | | J. Gruzowski | 583 |
| E. Anderson | | J. Hatiger | 1218 |
| M. G. Brinsko | | K. Yutko | 1266 |
| C. Sprinkle | | J. Gedvil | |
| J. Gasser | | P. Murphy | 1299 |
| J. Bergstrom | | L. Zrelivas | |
| W. Leitch | | J. Cherapus | 1211 |
| J. Wilcox | | T. Murphy | 1299 |
| E. Browne | | D. Doyce | |
| R. Mack | | P. Kiseluce | 1126 |
| G. Buell | 194 | L. Dicker | |
| E. Chauncey | 130 | O. Olson | 1231 |
| P. Ceh | 207 | J. Zanetta | 1229 |
| W. Kew | 127 | J. Ely | 1295 |
| W. Schoeneman | 218 | F. Kubicki | 1216 |
| J. Johnson | 217 | M. Plyo | 1226 |
| J. Nenege | 174 | G. Balor | 1274 |
| T. Andrews | 176 | H. Scott | |
| D. Richardson | 76 | R. Erickson | |
| L. O'Shea | 134 | E. Witkowski | |
| R. Klaub | 35 | W. Bailey | |
| R. Watson | 117 | F. McCaverty | |
| W. Rydberg | 126 | M. Worst | |
| W. Becker | 171 | F. Egan | |
| P. Turucz | 114 | C. Ehler | |
| C. Mullen | 145 | D. O'Leary | |
| T. Fifer | 151 | L. Rinken | |
| J. Whitman | 77 | C. Dougherty | |
| C. Serro | 195 | R. Ettgott | |
| V. Starkey | 42 | W. Widmont | |
| V. Bond | 177 | J. Barabasz | |
| Zultner A. | 205 | H. Wendorff | |
| J. Blahut | 105 | C. Cameron | |
| C. Rysz | 84 | L. McGurt | |
| A. Davidenis | | E. Soderlund | |
| Z. Petowski | | E. Otiva | |
| W. Brigham | | F. Schultz | |
| P. Valukis | | R. Worst | |
| L. Zalouskis | | E. Schultz | |
| B. Eleder | | E. Spongher | |
| E. Butwell | | E. Burke | |
| J. Steele | | E. Mesko | |
| J. Kusulius | | A. Clark | |

| | | | |
|---------------|------|----------------|------|
| E. Fritz | | M. McKay | |
| J. Flilpas | | G. Ingermann | |
| F. Myere | | J. Workman | |
| G. Josephson | | H. Lowark | |
| S. Kance | | W. Kelly | |
| W. Sich | 1200 | J. Boyd | |
| W. Sterling | 1283 | J. Campbell | |
| P. Kulbacki | | H. Tuplett | |
| S. Jezsla | | G. Gassick | |
| G. Smith | | E. Heyler | |
| C. Bonifield | | J. Handacher | |
| D. Hill | | J. Kennedy | |
| J. Young | | P. Fasano | |
| P. Klos | | W. Wargardis | |
| J. Walczak | | E. Marsili | |
| R. Siegle | | J. Opalinski | |
| A. Carlson | | A. Vladar | |
| J. Jeske | | A. Suss | |
| L. McGuire | | C. Silka | |
| D. Hawks | | S. Tjessem | |
| J. Paton | | J. Norren | |
| W. Callis | | F. Stuhlberry | |
| O. Larson | | P. Hart | |
| V. Fasano | | A. Arnott | |
| C. Sumpter | | S. Usavage | |
| E. Jamison | | J. Wells | |
| A. Hrubby Jr. | | L. Miller | |
| E. Kohler | | N. Hoffman | |
| C. Mueller | | W. Gleason | |
| M. Kolodie | | A. Nyberg | |
| H. Crist | | J. Kowtach | |
| W. Cokeley | | N. Kovatz | |
| R. Witt | | T. McLaughlin | |
| J. Riordan | | P. Kowalauskas | |
| P. Tenerelli | | W. Benschura | |
| W. Spencer | | F. Lutecuetin | 1720 |
| A. Ross | | W. Bolton | |

2287 INTERVENER'S EXHIBIT NO. 2-A.

To Whom It May Concern—

Under the provisions of the Wagner Labor Act, we are permitted to choose our own representatives or organization in dealing with the company for which we work.

We, the undersigned, desire to form our own organization within the ranks of the employees.

We feel that such an organization would accomplish more without any interference from any outside source whatsoever.

Unless 51% or more of the Link-Belt employees agree to said organization this proposition will be dropped.

2288 INTERVENER'S EXHIBIT NO. 3-A.

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|--------------------|----------------------|
| 2. W. Sladeck | 92. An. Lawson |
| 5. J. Blair | 93. B. Jakaitis |
| 6. F. Lello | 95. L. Rieger |
| 7. T. Johnston | 97. J. Bindfall |
| 8. G. Belanger | 99. J. Johnstone |
| 9. W. Bronski | 100. M. Winkle |
| 10. E. Wright | 101. G. Howe |
| 11. J. Van Plew | 103. E. Holicek |
| 12. J. Young | 105. J. Blahut |
| 13. A. Carlson | 106. A. Shumann |
| 14. R. Siegle | 108. W. Kalchbrenner |
| 15. D. Hill | 107. C. Auth |
| 16. O. Bjerke | 110. J. Tanner |
| 17. J. Walczak | 111. J. Cousland |
| 18. E. Johnson | 112. B. Jackson |
| 22. S. Erickson | 113. J. Steele |
| 23. P. Klose | 114. P. Turucz |
| 24. A. Kitzman | 117. R. Watson |
| 35. P. Laub | 121. J. Valerio |
| 37. H. Meaume | 122. J. Kianich |
| 38. G. Chiarito | 126. W. Rydberg |
| 42. V. Starkey | 127. W. Kew |
| 43. E. Dugan | 129. R. Schoemann |
| 44. J. Boyle | 130. E. Chauncey |
| 51. E. Shandle | 134. L. O'Shea |
| 74. J. Moht | 136. P. Norby |
| 75. J. Novack | 137. H. Abbenga |
| 76. D. Richardson | 138. L. Luppert |
| 77. J. Whitman | 140. J. Staniszwski |
| 81. J. Hacker | 141. F. Walker |
| 82. G. Fagerstrand | 142. A. Bowman |
| 83. R. Jackson | 145. C. Mullen |
| 84. C. Rysz | 148. A. Matecki |
| 85. J. Voger | 149. A. Frederick |
| 87. W. Snyder | 151. T. Fifer |
| 88. M. Kuyper | 153. P. Reynolds |

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|------------------------|---------------------|
| 162. T. Marimaro | 235. R. Elseth |
| 171. W. Becker | 238. W. Mair |
| 173. S. Kalaine | 239. H. Foy |
| 174. J. Nemej | 243. R. Hallett |
| 175. E. Smith | 244. H. Kowalski |
| 176. T. Andrews | 245. A. Marovic |
| 177. V. Band | 247. W. Blood |
| 179. H. Froling | 250. R. Lowey |
| 182. W. Kachulis | 253. H. McNeeley |
| 183. H. Stuver | 257. L. Monroe |
| 186. W. Hokinson | 258. R. Toms |
| 187. H. Einwalter | 259. E. Kitzman |
| 188. E. Behounek | 263. J. Chocholacek |
| 189. J. Gibbons | 265. A. Ross |
| 190. D. Williams. | 266. W. Gleason |
| 191. W. Wallace | 267. A. Hruby |
| 192. M. Vogler | 268. H. Crist |
| 193. V. Milbach | 269. H. Triplett |
| 194. G. Buell | 270. J. Jeszka |
| 198. H. Caverty | 271. J. Wells |
| 199. A. Watroba | 272. C. Garricott |
| 200. J. McEnroe | 273. R. Witt |
| 201. P. Ceh | 274. M. Kolodie |
| 202. N. Polutanowitsch | 276. R. Widero |
| 203. L. Gadwell | 277. V. Fasano |
| 204. J. Kanetski | 278. P. Tenerelli |
| 205. A. Zultner | 279. S. Tjessem |
| 206. T. Hanrahan | 280. E. Marshili |
| 207. J. Schultz | 282. W. Cokeley |
| 208. J. Boehm | 283. D. Hauks |
| 209. P. Panos | 284. F. Opalinski |
| 210. L. Dunklau | 285. E. Grig |
| 211. J. Hilts | 287. Kohler |
| 212. C. Urban | 288. J. Paton |
| 217. J. Johnson | 289. W. Spencer |
| 218. W. Schoeman | 290. L. McGuire |
| 219. G. Doherty | 291. A. Suss |
| 220. J. Leverence | 292. P. Hart |
| 223. W. Spikings | 293. C. Mueller |
| 225. R. Condon | 294. J. Gleason |
| 226. J. Paton | 295. F. Stahlberg |
| 227. F. Schnapp | 296. R. Kramer |
| 228. F. Valachovic | 297. N. Hoffman |
| 230. J. Ebner | 300. E. Jamison |
| 232. M. Bergmark | 301. C. Sieka |
| 234. L. Kubicki | 302. C. McGafvie |

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|----------------------|--------------------|
| 303. J. Barnes | 414. A. Gurski |
| 304. J. Tassick | 415. T. Alunas |
| 306. E. Hegler | 418. V. Sinèrell |
| 307. J. Sandacher | 420. F. Lasocki |
| 308. J. Burns | 421. K. Hill |
| 309. S. Usavage | 423. J. Witas |
| 310. J. Rooney | 424. J. Hull |
| 311. A. Arnott | 428. W. Dahlke |
| 313. G. Staradub | 430. B. Defaney |
| 314. L. Miller | 432. C. Monroe |
| 315. W. Callis | 434. W. Coha |
| 2289 316. J. Kennedy | 436. L. Ciancio |
| 317. W. Wasgardis | 438. J. Miller |
| 318. J. Roirdan | 441. D. Lettiere |
| 319. L. Coonley | 450. W. Miller |
| 320. A. Vlader | 451. H. McKay |
| 321. J. Vokac | 457. M. Brinski |
| 324. P. Staradub | 459. J. Kerulis |
| 326. P. Fasano | 461. J. Wallace |
| 327. O. Larson | 465. W. Gleich |
| 328. H. Prymniak | 467. J. Strombeck |
| 329. C. Sumpter | 469. E. Wilhelm |
| 331. O. Williams | 471. H. Krefft |
| 332. D. Shumway | 475. P. Jansatis |
| 333. J. Travis | 476. J. Vlk |
| 334. J. Jacobson | 478. M. Boczek |
| 335. H. Axelson | 483. E. Rask |
| 337. E. Anderson | 486. L. Green |
| 339. G. Roesel | 487. E. Welmer |
| 341. W. Richards | 489. H. Cunningham |
| 346. W. Gunn | 490. H. Kehoe |
| 348. A. Mosser | 491. J. Sillicker |
| 350. H. Anderson | 492. C. Gardner |
| 354. E. Lindberg | 493. M. Dahl |
| 355. J. Gargin | 494. F. Schramm |
| 357. J. Speiser | 495. F. Lemm |
| 360. F. Meechan | 496. E. Lysen |
| 364. S. Tjader | 497. J. Callis |
| 367. R. Goggin | 499. M. Price |
| 368. R. Wege | 500. J. Porthouse |
| 402. D. Jones | 502. D. Renderlic |
| 403. A. Furr | 503. C. Beckmann |
| 409. C. Caltio | 505. E. O'Brien |
| 410. P. Barich | 506. E. Davies |
| 412. J. Miller | 508. J. Staradub |
| 413. W. Finn | 509. E. Greb |

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|----------------------|---------------------|
| 512. A. Bores | 573. J. Tenerelli |
| 514. L. Clark | 577. C. Bishop |
| 515. S. Krolczyk | 578. R. Pyle |
| 516. P. Goren | 579. F. Stripens |
| 519. J. Christian | 580. G. Bingham Jr. |
| 520. W. Gerogits | 581. H. Nelson |
| 521. E. Locom | 582. J. Susci |
| 522. G. Grodske | 583. J. Gruzawski |
| 523. F. Klackling | 584. S. Pacholski |
| 524. A. Johnston | 585. S. Packard |
| 526. E. Chapman | 586. William Dayle |
| 528. J. Artis | 587. P. Managle |
| 529. T. Wicker | 588. G. Lepet |
| 530. J. Protolipac | 589. J. Martinaga |
| 533. J. Campbell | 590. J. Deel |
| 534. T. Gallagher | 591. E. Sykona |
| 536. J. Schons | 592. T. Higgins |
| 538. C. Heimindinger | 593. Mitchell |
| 541. D. Mavrinac | 594. S. Varneckis |
| 543. S. Raciti | 595. J. Smith |
| 544. H. Behlnke | 596. V. Pizzo |
| 545. J. Lubich | 597. A. Bakartz |
| 546. A. Diamond | 598. K. Sievicki |
| 547. J. Kelbel | 599. W. Faulkenberg |
| 548. G. Hilicki | 600. E. Buehler Jr. |
| 549. T. Diguillis | 602. J. Bailie |
| 550. M. Grgurick | 603. G. Finch |
| 552. J. Kalaput | 604. M. Wurst Jr. |
| 553. F. Rothenberger | 605. A. Fedivius |
| 554. J. DeRuntz | 606. I. Blunk |
| 555. L. Mattaliano | 610. M. Lundgren |
| 556. J. Hoban | 613. H. Heimback |
| 558. C. Bakatis | 614. H. McAllister |
| 559. A. Smith | 615. J. Brucks |
| 560. J. Eckles | 616. J. Wiles Jr. |
| 561. F. Guaranta | 618. A. Nordine |
| 562. F. Zizis | 619. M. Wurst |
| 563. C. Santoio | 620. F. Johnson |
| 564. P. Maciulis | 621. A. Eckins |
| 565. R. Bonifield | 626. J. Janeway |
| 566. F. Nelson | 627. A. Rosenbaum |
| 568. W. Roth | 628. Leo DeRuntz |
| 569. S. Rindel | 630. W. Maahs |
| 570. R. Means | 631. R. Raciti |
| 571. S. Bonetti | 632. J. Paldo |
| 572. J. Miskunas | 633. C. Marsiti |

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|----------------------|---------------------|
| 635. J. Lierman | 748. A. Kolar |
| 638. R. Koehler | 749. R. Wolfer |
| 639. R. Frantz | 750. F. Nottke |
| 642. J. Cook | 751. B. Nell |
| 643. Le Roy Lundgren | 752. H. Mercer |
| 644. B. Masloski | 753. W. Thornton |
| 646. M. Dukoreil | 754. V. Heft |
| 647. F. Masloski | 755. A. Laschober |
| 648. W. Mitchell | 756. H. Harder |
| | 757. E. Berg |
| 2290 | 758. W. Peters |
| | 758. W. Johnson |
| 649. J. Campagn | 759. G. Mair |
| 651. G. Linde | 760. J. Dahlquist |
| 655. J. Sloan | 761. Lee Merrifield |
| 657. Wm. E. Clark | 763. Louis Serio |
| 681. R. Laird | 764. Carl Neubauer |
| 682. J. Clemens | 765. T. Lyman |
| 683. O. Wahlberg | 767. C. Barders |
| 684. E. Bohne | 768. J. Rees |
| 685. G. Kropack | 769. H. Borders |
| 686. Ed Lippert | 774. V. Van Loomis |
| 687. J. Merti | 777. J. Koder |
| 692. H. Lippert | 778. N. Kolarick |
| 693. W. Foskett | 781. J. Juozenas |
| 694. G. Murodek | 783. B. Butkiewicz |
| 703. F. Schulze | 784. P. Engeln |
| 705. C. Wells | 801. H. Lowack |
| 725. A. Friberg | 802. J. Yeskie |
| 726. W. Greenlee | 808. F. Van Bampus |
| 727. J. Fasano | 810. G. Riedel |
| 728. E. Jable | 811. J. Workman |
| 729. M. Klaske | 812. C. Dougherty |
| 730. W. Bullinger | 814. W. Worst |
| 731. E. Hermann | 816. R. Eltoft |
| 732. W. Petersen | 817. W. Kelly |
| 733. J. Elsen | 818. W. Bailey |
| 734. E. Batterson | 819. L. Rinken |
| 735. R. Richards Jr. | 820. J. Gricus |
| 736. J. Kooi | 821. J. Vocollebo |
| 737. W. Baker | 822. A. Bartuca |
| 738. J. Dunn | 823. C. Ehler |
| 739. A. Corvino | 824. J. McKay Jr. |
| 740. J. Roy | 826. F. Randall |
| 742. R. Bergstrom | 828. D. O'Leary |
| 745. R. Moore | 829. G. Egan |
| 746. D. Doornbos Jr. | 830. E. Burke |

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|----------------------|------------------------|
| 831. P. Kulbacki Jr. | 1022. B. E. Eleder |
| 833. F. McCaverty | 1025. F. Klimarkis |
| 850. C. Ehlert | 1026. F. Klimaitis Jr. |
| 851. C. Spangler | 1028. H. Geissler |
| 852. E. Schultz | 1029. C. Plagge |
| 853. J. Barabasz | 1030. C. Kachinsky |
| 854. G. Ingermann | 1032. W. Peters |
| 855. H. Wendorff | 1033. R. Schreiva |
| 856. J. Bedriarek | 1034. E. Butwell |
| 857. C. Caermon | 1035. J. Kamaraskas |
| 858. E. Pyle | 1036. S. Kance |
| 859. E. Mesker | 1038. J. Zansitir |
| 860. W. Widmant | 1040. E. Witkowski |
| 861. A. Clark | 1041. J. Vrubley |
| 863. Ray Worst | 1043. J. Robinson |
| 864. E. Oliva | 1044. J. Margie |
| 865. L. McGurk | 1045. G. Josephson |
| 868. F. Schultz | 1046. F. Meyer |
| 903. M. McDowell | 1047. E. Scheive |
| 906. J. Nelson | 1050. B. Josephson |
| 907. P. Muldoon | 1052. A. Gilies |
| 909. R. Muldoon | 1053. F. Solinks |
| 910. J. Gasser | 1054. L. Mopre |
| 911. G. Smith | 1055. A. Davidsons |
| 912. C. Sprinkle | 1057. G. Larson |
| 913. J. McNally | 1058. F. Retteres |
| 915. E. Browne | 1060. F. Patyka |
| 916. R. Mack | 1062. A. Wojcik |
| 917. J. Bergstrom | 1063. J. Laibl |
| 918. W. Leitch | 1065. J. Friedl |
| 920. J. Wilcox | 1066. S. Petrauskas |
| 921. L. McDonell | 1068. J. Lush |
| 922. C. Jacobson | 1072. T. Masaitis |
| 1002. J. Garacinski | 1073. E. Rieger |
| 1003. W. Brigham | 1074. T. Green |
| 1005. J. Kubicki | 1075. W. Seskauskas |
| 1006. A. Edge | 1076. A. Lock |
| 1007. A. Persson | 1077. A. Zagurski |
| 1008. S. Marsh | 1078. W. Mathews |
| 1009. M. Hinckley | 1079. K. Laiss |
| 1010. W. Balton Jr. | 1079. P. Kasper |
| 1012. Z. Petrowski | 1080. W. Yonaitis |
| 1015. J. Lubenkov | 1081. P. Copne |
| 1016. R. Erickson | 1084. J. Jukowski |
| 1017. L. Zanowskis | 1085. H. Scott |
| 1020. M. Masilionis | 1087. S. Gedra |
| 1021. J. Egnay | 1089. T. Seskauskas |

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|----------------------|----------------------|
| 1090. K. Petrauski | 1160. A. Kochan |
| 2291 1091. S. Shukis | 1161. J. Rivor |
| 1093. A. Balzweit | 1162. J. Evans |
| 1094. N. Kovats | 1163. L. Vokac |
| 1095. O. Mannstein | 1164. D. Dwipe |
| 1096. W. Tolkwitt | 1165. R. Kresge |
| 1097. P. Froemke | 1165. R. Loucka |
| 1098. J. Baradas | 1166. M. Harris |
| 1099. J. Westerhoff | 1168. S. Stukews |
| 1102. J. Kachinsky | 1169. E. Barra |
| 1103. W. Balton | 1171. F. Adams |
| 1104. J. Liebing | 1172. A. Bergen |
| 1107. S. Skrusdis | 1174. F. Kalnes |
| 1108. T. Grinis | 1175. N. Parker Jr. |
| 1109. B. Seskauskas | 1176. J. Andrekus |
| 1111. S. Zalewa | 1177. E. Elam |
| 1113. G. Weiner | 1184. J. Saman |
| 1115. S. Schipitsch | 1187. A. Missus |
| 1116. J. Zickus | 1191. S. Grrirs |
| 1118. J. Sukerick | 1200. W. Sut |
| 1120. R. Burr | 1202. A. Bredelit |
| 1121. F. Kaller | 1205. F. Kwiatkoski |
| 1122. J. Harneck | 1210. W. Wisherit |
| 1123. J. Wahkonis | 1214. F. Galeta |
| 1125. J. Ciez | 1216. F. Kulicki |
| 1129. J. Sharna | 1217. P. Salemkko |
| 1130. J. Steele | 1218. K. Yatkus |
| 1131. R. Olean | 1220. P. Murphy |
| 1131. E. Kavalanskas | 1225. M. Pilitauskas |
| 1134. A. Kazen | 1226. Mike Plejo |
| 1135. F. Zitkus | 1228. H. Frisch |
| 1136. P. Zylinski | 1231. O. Olsose |
| 1138. J. Pachzarek | 1232. L. Hermann |
| 1140. J. Kirulius | 1235. J. Halagena |
| 1143. J. Serpitis | 1242. J. Kastonski |
| 1147. L. McLaughlin | 1244. W. De Nunzio |
| 1148. E. Drips | 1247. A. Smith |
| 1149. J. Bater | 1254. G. Guadavean |
| 1150. E. Goods | 1261. L. Laddle |
| 1151. F. Janisch | 1262. D. Kaulitis |
| 1152. Jos Mack | 1267. C. Engstrom |
| 1153. E. Rudaitis | 1268. W. Hannestrad |
| 1154. K. Rogall | 1269. P. Keclince |
| 1156. L. Smith | 1271. S. Krowarik |
| 1157. P. Kovalansas | 1274. G. Balov |
| 1158. J. Filipas | 1281. L. Dicker |

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| 1282. J. Kowatch | 2146. J. Petersen |
| 1283. W. Sterling | 2147. J. Kienser |
| 1291. S. Moore | 2148. J. Churchill |
| 1292. J. Martin | 2149. H. Barker |
| 1294. A. Rencker | 2150. J. Christopher |
| 1295. J. Ely | 2151. L. Schulstad |
| 1299. T. Murphy | 2152. E. Dull |
| 2101. J. Litster | 2153. H. May |
| 2102. J. Szabo | 2154. A. Foskett |
| 2103. R. Rydbeck | 2155. J. Bostwick |
| 2104. D. Davis | 2156. J. Durant |
| 2105. E. Soderlund | 2159. H. Dornbach |
| 2106. D. Winters | 2160. G. Ulrich Jr. |
| 2107. E. Lindell | 2161. M. Holmburger |
| 2108. A. Tripp | 2162. O. Perbandt |
| 2110. C. Schalters | 2163. F. Kvet |
| 2111. S. Cohn | 2164. H. Hawkinson |
| 2113. R. Sullivan | 2165. R. Lanten |
| 2114. A. Haky | 2167. K. Olson |
| 2116. A. K. Mueller | 2169. K. Raymond |
| 2117. R. Willers | 2170. L. Nero |
| 2118. J. Plutz | 2171. H. Geist |
| 2119. R. Christopher | 2172. W. Nielsen |
| 2120. C. Hobart Jr. | 2173. P. Erickson |
| 2121. O. Rice | 2174. R. Petroff |
| 2122. R. Persson | 2175. H. Krusinger |
| 2123. F. Ruehl | 2176. F. Hynous |
| 2124. F. Boynton | 2177. H. Grill |
| 2125. W. Nowak | 2178. S. Ahlborg |
| 2126. E. Zwart | 2179. V. Kurent |
| 2129. N. Brandt | 2180. G. Mogart |
| 2130. F. Bird | 2181. V. Huben |
| 2132. S. Rybicki | 2182. R. Bryant |
| 2133. C. Nyman | 2183. A. Davenport |
| 2134. W. Marshall | 2184. R. Limbach |
| 2135. K. Chappell | 2185. R. Kutschke |
| 2136. R. Sayers | 2187. E. Dabkey |
| 2137. L. Sairs | 2188. O. Sauermann |
| 2138. A. Endroll | 2189. A. Agleswatt |
| 2139. N. Schiedel | 2191. A. Bauman |
| 2140. E. Poulsen | 2192. M. Johnson |
| 2141. W. Erickson | 2193. R. Hind |
| 2142. J. Rossi | 2194. C. Norsted |
| 2143. O. Birch | |
| 2144. R. Geitmann | |
| 2145. G. Lindkvist | |

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|-----------------------|------------------|-----------------|------|
| 2292. | 2195. R. Young | R. Bagle | |
| | 2197. B. Rybicki | E. Carlson | |
| 2198. A. Myer | | R. Decker | |
| 2199. M. Schroeder | | R. Greenlee | |
| 2204. E. Mamenow | | A. Hagman | |
| 2275. H. Aincham | | G. Hudson | |
| 2276. E. Besermeny | | M. Hussey | |
| 2277. E. Flynn | | C. Jable | |
| 2278. E. Korensky | | D. Kane | |
| 2279. J. Chucan | | H. Kopela | |
| 2280. V. Milke | | P. Kranich | |
| 2281. T. Leney | | E. McGovern | |
| 2282. E. Staehelin | | L. Nikhelson | |
| 2283. R. Ouska | | E. Peksa | |
| 2284. A. Ruthrauff | | I. Schmude | 3119 |
| 2287. G. Torrence Jr. | | A. Seyller | |
| 2286. F. Strnad | | V. Smith | |
| 2288. D. Van Plew | | R. Speiser | |
| 2289. G. Vettters | | A. Stracko | |
| 2291. W. F. Vining | | W. Van Plew | |
| 2293. H. Chandler | | B. E. Davis | 29 |
| 2296. J. McGirr | | E. Schmidt | 28 |
| 2297. H. Burke | | 27. J. Jaldron | |
| 2298. J. Kozojed | | 40. V. Abbenga | |
| 2300. M. Foskett | | 48. E. Brown | |
| 3002. P. Waterman | | J. Ford | |
| G. C. Bowers | | C. Gibbons | |
| B. Davis | | G. J. Haster | |
| W. Hardcastle | | A. Kuehner | |
| E. Horn | | B. Mueller | |
| F. Knaus | | c43. G. O'Brien | |
| A. Olson | | C. Smith | |
| J. Paravich | | c47. A. Hayes | |
| A. Pierce | | M. Brown | |
| E. Sacoff | | S. Lidstrom | |
| G. Dahlke | | E. Olson | |
| H. Haky | | M. Strube | |
| W. Moore | | L. Daly | |
| E. Preston | | A. Tallacksen | |
| T. Linton | | L. Fleming | |
| A. Colton | | 34. R. Henry | |
| R. Malmquist | | Edw. Herman | |
| H. Nyssen | | c36. C. Heyer | |
| D. Willecke | | K. Heckman | |
| M. Bailey | | C. Vercoe | |
| E. Bergstrom | | 55. Ed. Blume | |

| | |
|-----------------|----------------|
| F. Conybear | 70. E. Strnad |
| J. C. Hacker | 71. M. Zavaoda |
| 58. W. McCarthy | T. Harris |
| 59. D. Malloch | C. H. Decker |
| 61. W. Bowes | A. DeNunzio |
| C. Bystrom | G. Nardin |
| 62. W. Camerson | H. Riordan |
| J. B. Conybear | K. Henrikson |
| 64. G. Hale | M. Swanson |
| 66. C. Knight | M. Blomberg |
| 65. S. Mulley | G. McNeeley |
| 67. R. O'Brien | L. J. Roubeck |
| E. L. Roberts | F. Paryhaza |

2293

INTERVENER'S EXHIBIT NO. 3-B.

New Members Since August 1st, 1937.

| | |
|------------------|------------------|
| 1 E Boyle | 172 J Hughes |
| 31 G Barthel | 195 C Serro |
| 33 J Pacholski | 180 J Miller |
| 34 A Hatton | 197 E Heino |
| 39 C Geiger | 214 P Glade |
| 47 L Basile | 216 K Staerk |
| 49 A Rotman | 222 J Ciancio |
| 56 J Hofer | 231 F Kuchan |
| 73 J Witter | 244 H Kowalski |
| 115 B Ryan | 246 A Lavery |
| 116 R Doubrawa | 254 G Cummings |
| 120 S Hascek | 261 C Zebley |
| 123 P DeFilippo | 286 J Vluc |
| 124 G George | 275 C Sellers |
| 128 C Mullen | 305 L Sarff |
| 131 A Lundbeck | 323 W McLain |
| 132 J Amendola | 342 E Calloway |
| 133 J Udick | 363 A Berardino |
| 135 S Nemcicky | 365 R Moyer |
| 138 P Annunziata | 366 L Lytton |
| 144 S Pacholski | 370 R Conklin |
| 147 A Zlebis | 452 L Cech |
| 157 A Clark | 466 A Mailhoit |
| 159 S Grabas | 501 G Bissey |
| 163 A Greg | 528 J Artis |
| 164 L Rilly | 531 J McCafferty |
| 165 L Moreno | 574 A Smith |

| | |
|------------------|------------------|
| 653 C Fillippone | 1215 C Knuska |
| 659 G Dorocke | 1240 H Thiele |
| 727 J Riordan | 1257 S Deskis |
| 741 B Fougere | 1265 J Sulcek |
| 744 L Workman | 1278 J Gambind |
| 771 A Michalec | 1279 A Zaleski |
| 773 P Kors | 1280 R Hill |
| 774 S Ritza | 1282 J Bowen |
| 775 C Kodis | 1284 F Tout |
| 776 T Sortino | 1297 S Ogintae |
| 779 C Heuer | 2112 G Kisly |
| 825 R Wolff | 2127 F Larkin |
| 862 M Philips | 2144 J Walsh |
| 866 T Heil | 2154 F W Wynstra |
| 908 L Wagner | 2168 C Schneider |
| 919 C Bonifield | 2174 R Carter Jr |
| 1056 A Yusqus | 2192 F Depke |
| 1104 J Browne | 2193 R Jelinck |
| 1112 A Hinkens | 2195 J Roche |
| 1117 A Slucar | 2277 E Flynn |
| 1147 W Tubutis | 2291 P Elle |
| 1149 A Glatz | 2292 H Shippan |
| 1167 F Leese | 2294 E Gabrisko |
| 1170 J McNamara | P Gallagher |
| 1119 J Horvath | R Jewell |
| 1139 J York | L Nyssen |
| 1173 E Kipfer | J Paravich |
| 1179 A Thompson | R Ponicko |
| 1203 C Ram | |

2294

INTERVENER'S EXHIBIT NO. 4.

Article I.

Section #1.—Any member in good standing, leaving the employ of a Member Plant in which he is employed, may obtain from his local member Secretary a withdrawal card; upon entering the employment of any other Member Plant, he may present his withdrawal card to the local Secretary for reinstatement in the Organization; which reinstatement, if granted, shall be made free of charge.

Section #2.—Any officer, committeeman, delegate, or member who shall fail to conduct himself according to the principles and policies of this organization and its Consti-

tution and By-Laws shall be subject to discipline, suspension or expulsion, or all of them. The General Council shall have sole jurisdiction over charges of misconduct against delegates and officers of the General Council. It shall have the power to review any findings against members, committeemen and officers made by any Plant Committees, and its findings on such review shall be controlling. All charges of misconduct to be heard by the General Council shall be submitted in writing to the General Council and notice shall be given to the officer, delegate, committeeman, or member against whom the charges are filed, by registered mail sent to him at his last known address, or by personal delivery, at least five (5) days prior to the meeting at which such charge shall be considered. The officer, delegate, committeeman or member complained of shall have the privilege of being heard before the General Council and personally present his defense. After due deliberation, the General Council shall sustain or reject the charge by a majority vote by secret ballot if a quorum is present, and if the charge is sustained, it shall fix whatever penalty it deems proper. Its finding shall be conclusive. Hearings by the General Council in review of findings of Plant Committees, shall be governed by the same procedure.

Section #3.—A quorum of the General Council, a committee, a Plant Committee or the General Committee shall consist of one-half ($\frac{1}{2}$) of the members of the unit plus one (1). However, a resolution to affiliate with another labor union shall require for adoption an affirmative vote of two-thirds ($\frac{2}{3}$) of the members of every Plant Member.

Section #4.—Members are not considered in good standing after the last day of the month for which the regular dues are paid.

Article II.

Section #1.—There shall be no initiation fee until after January 1, 1938. The initiation fee for members joining the organization on or after that date, shall be One (\$1.00) Dollar, which sum shall be transmitted at once by the Plant Committee to the General Council.

Section #2.—The dues shall be Fifty (\$0.50) cents per

month per member payable on or before the first day of each month, Fifteen (\$0.15) cents per month per member of which shall be paid over to the General Council.

2295

Article III.

Section #1.—The power of discipline, suspension or expulsion of any Member Plant shall be vested in the General Council. It shall be mandatory for all Member Plants to abide by the Constitution and By-Laws of this organization. Failure to do so shall subject any Plant to be called for hearing before the General Council to show cause why it should not be disciplined, suspended or expelled. The procedure outlined in Article I, Section 2 hereof shall govern the application of this Section.

Article IV.

Section #1.—The President shall preside at all regular and special meetings of the General Council and conduct same according to the Constitution and these By-Laws.

Section #2.—The Recording Secretary shall record all minutes of the meetings of the Council and perform all other secretarial work delegated to him by the General Council. The seal of the General Council shall be in the custody of the Recording Secretary.

Section #3.—The Treasurer shall receive all money belonging to the General Council, and keep a complete record thereof, disbursing same only on duly approved vouchers signed by the President of the General Council and attested by the Secretary.

The Treasurer shall be custodian of all moneys coming into possession of the General Council.

Section #4.—Checks shall be signed by the President and Treasurer providing, however, that if either the President or Treasurer refuse or are unable to sign them the same may be signed by the Vice President in lieu of the President, and the Secretary in lieu of the Treasurer. These four (4) men shall be bonded in excess of the amount of money in the treasury.

Article V.

Section #1.—The General Council shall have the power to name such committees as it may deem necessary to properly conduct the business of the organization.

Section #2.—Regular meetings shall be held once each

month at the time and place to be fixed by the General Council from time to time.

Special meetings of the General Council may be called by the President, upon one day's notice to the delegates.

Article VI.

Section #1.—It shall be the duty of the Auditing Committee of the General Council to audit all books and records of the Council, quarterly and to make a complete and true report in writing to the General Council.

Section #2.—The finances of the Organization shall be audited once annually by a public accountant.

2296

Article VII.

Section #1.—The General Council is hereby empowered to issue charters for membership to Plant Members.

Article VIII.

Section #1.—The following order of business shall prevail at meetings of the General Council:

Open meeting.

Roll Call.

Reading of Minutes of previous meeting and their approval.

Communications.

Report of Officers.

Report of other Committees.

Unfinished Business.

New Business.

Good of the Organization.

Adjournment.

Article IX.

Section #1.—Amendments to these By-Laws may be made by a majority vote of the General Council at any regular or special meeting duly called and held for that purpose.

Finis.

Whenever procedure is not covered by these rules and regulations, Robert's Rules of Order shall govern all meetings of the Council and its Committees.

2297 INTERVENER'S EXHIBIT NO. 5.

Proposed By-Laws to Govern Member Plants and Plant Committees.

Article I.

Section #1.—All of the members of the Independent Union of Craftsmen employed in the Thirty-Ninth Street Plant of Link-Belt Company shall be a member of said Plant Member.

Section #2.—An annual meeting and election shall be held promptly at 8:00 P. M. on the second Tuesday of April in each year, commencing in 1937. President, Vice-President, Secretary and Treasurer shall be elected by the Plant Members present at said meeting.

A delegate to the General Council shall be elected for the whole Plant at the annual election by secret ballot and all members in good standing employed in the plant shall be eligible to vote for candidates for said office. (So long as the Thirty-Ninth Street Plant is the only Plant Member of the Independent Union of Craftsmen, three delegates shall be elected at said annual election and shall be designated in numerical order, that is, first, second and third; which order shall be determined by the number of votes cast for the three delegates receiving the highest number of votes. In the event another plant becomes a Plant Member after said election, the elected delegate who received the lowest number of votes shall resign to make place for a delegate from said additional Plant Member. This procedure shall also be followed in the event a third Plant shall become a Plant Member after said election).

Section #3.—A Steward shall be elected from each department designated by the Plant President by secret ballot, the members from each department in good standing voting only for candidates from that department.

Section #4.—Special meetings of the members of said Plant may be called upon one day's notice by the Plant President.

Article II.

Section #1.—The President shall preside at all meetings of the Plant stewards and at all meetings of the members of the Plant. The Secretary shall also be Secretary at all meetings of the Plant Members.

Section #2.—The Plant President shall name such committees as he may deem necessary to properly conduct the business of the organization.

Section #3.—Regular meetings shall be held promptly at 8:00 P. M. the second Tuesday of each month and at a place to be fixed by the President. Special meetings may be called upon one day's notice to the stewards by the President.

Section #4.—Any officer, steward or member of said Plant Member who shall fail to conduct himself according to the principles and policies of this organization shall be subject to discipline, suspension, or expulsion, or all of them. The Plant stewards shall have jurisdiction over such charges of misconduct. The General Council shall have appellate jurisdiction to review the Plant Committee's findings. All charges of misconduct to be heard by the Plant Committee shall be submitted in writing to it and notice shall be given to the person against whom charges are filed by registered mail sent to him at his last known address or by personal delivery at least five (5) days prior to the meeting at which said charge shall be considered.

Section #4 Cont'd.—The person so charged shall have the privilege of being heard by the Plant Committee and personally present his defense. After due deliberation the Plant Committee shall sustain or reject the charge by a majority vote by secret ballot, and if the charge is sustained it shall fix whatever penalty it deems proper.

Section #5.—A quorum of the Plant Stewards or any committee shall consist of one-half ($\frac{1}{2}$) of the members plus one (1). Thirty (30) shall constitute a quorum at a meeting of members.

Section #6.—Members are not considered in good standing after the last day of the month for which the regular dues are paid. Any member falling behind in payment of his dues because of sickness or accident will continue to be a member of our Local in good standing.

Section #7.—The Plant Committee shall arrange for a meeting place for the Plant Committee and also for the members employed in the Plant.

Section #8.—The Plant President shall determine the number of stewards proper for the Plant, and shall have power to designate from what department or departments a steward may be chosen.

Article III.

Section #1.—The power of discipline, suspension, or expulsion of any Member Plant shall be vested in the General Council. It shall be mandatory for all Member Plants to abide by the Constitution and By-Laws of this organization. Failure to do so shall subject any Plant to be called for hearing before the General Council to show cause why it should not be disciplined, suspended, or expelled. The procedure outlined in Article I, Section 2 of General Council By-Laws hereof shall govern application of this section.

Article IV.

Section #1.—The President shall preside at all regular and special meetings of the Plant Local and conduct same according to the Constitution and these By-Laws.

Section #2.—The Vice President shall preside at all regular and special meetings of the Plant Local in the event of absence of the President.

Section #3.—The Secretary shall record all minutes of the meetings of the Council and perform all other secretarial work delegated to him by the Plant Local. The Secretary shall receive a salary of fifty dollars (\$50.00) per month.

Section #4.—The Treasurer shall receive all money belonging to the Plant Local and keep a complete record thereof, disbursing same only on duly approved vouchers signed by the President of the Plant Local and attested by the Secretary.

2299 The Treasurer shall be custodian of all moneys coming into possession of the Plant Local.

The Treasurer shall receive a salary of ten dollars (\$10.00) per month.

The Treasurer shall sign all checks to cover all vouchers made out by the Secretary which have been duly signed by the President. All checks to be countersigned by the Secretary. The Treasurer shall be bonded in excess of the amount of money in the Treasury.

Section #5.—The Delegates to the General Council shall represent their respective Plant Locals in all matters pertaining to the organization.

Article V.

Section #1.—These By-Laws shall be subordinate to the Constitution of the Independent Union of Craftsmen and

the By-Laws of the General Council, and said Constitution and By-Laws shall be considered a part of these By-Laws.

An affirmative vote of two-thirds (2/3) of all the members in good standing shall be required for affiliation with another union.

Article VI.

Section #1.—Amendments to these By-Laws may be made by the Plant Union at any regular or special meeting called for that purpose. Copies of the proposed amendments shall be in the hands of the stewards and posted on the bulletin board at least one week previous to the meeting at which action should be taken.

Article VII.

Section #1.—The following order of business shall prevail at meetings of the General Council:

Open meeting.

Roll Call.

Reading of Minutes of previous meeting and their approval.

Communications.

Report of Officers.

Unfinished Business.

New Business.

Good of the Organization.

Adjournment.

Note.

Whenever procedure is not covered by these rules and regulations Robert's Rules of Order shall govern at meetings of the Plant Committees and of the Plant Membership.

2300

INTERVENER'S EXHIBIT NO. 6.

Book 1103, Page 499.

Certificate Number 5788.

State of Illinois

Office of

The Secretary of State.

(Emblem)

To All to Whom These Presents Shall Come, Greeting:

Whereas, a Certificate, duly signed and acknowledged, has been filed in the Office of the Secretary of State on the 3rd day of August, A. D. 1937, for the organization of the

Independent Union of Craftsmen

under and in accordance with the provisions of "An Act Concerning Corporations" approved April 18, 1872, and in force July 1, 1872, and all acts amendatory thereof, a copy of which certificate is hereto attached;

Now therefore, I, Edward J. Hughes, Secretary of State of the State of Illinois, by virtue of the powers and duties vested in me by law, do hereby certify that the said

Independent Union of Craftsmen

is a legally organized Corporation under the laws of this State.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois.

Done at the City of Springfield this 3rd day of August, A. D. 1937, and of the Independence of the United States the one hundred and 62nd.

Edward J. Hughes,
Secretary of State.
Secretary of State.

(Seal of the State
of Illinois)

2301 This Statement Must Be Filed in Duplicate
Book 1103 Page 500

Paid
Fee \$10
Aug. 3, 1937
I. F. \$ 10—
F. T. \$
F. F. \$ W O S

State of Illinois, }
Cook County, } ss.

To Edward J. Hughes, Secretary of State:

We, the undersigned John A. Litster, Herman R. Froling and George F. Linde, citizens of the United States, propose to form a corporation under an Act of the General Assembly of the State of Illinois, entitled, "An Act concerning Corporations," approved April 18, 1872, and all Acts amendatory thereof and for the purpose of such organization we hereby state as follows, to-wit:

1. The name of such corporation is Independent Union of Craftsmen.

2. The objects for which it is formed are:

(a) To incorporate the existing unincorporated labor union having the above name;

(b) To establish a labor union with a membership available to all employees of the Link-Belt Company except executives and those employed in a supervisory or administrative capacity without regard to race, color or creed;

(c) To establish a labor union which shall be independent from said Company and from outside labor organizations and so is controlled exclusively by the employees of said Company;

(d) To establish a labor union which may be designated or selected by the employees of said Company or of any appropriate unit thereof for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment and which shall aid its members in every lawful manner.

(e) To establish a labor union with efficient and economical management with one dollar as the maximum initiation fee and monthly dues and in which periodic accountings shall be made to the members;

(f) To establish a labor union which shall be democratic with annual elections of all the officers, directors and other representatives;

(g) To establish a labor union which, while preserving the right to strike, preserves the right of its members to work by the requirement that no strike shall be called until the proposition has received the affirmative vote of more than fifty per cent of the members employed in the unit involved; and

(h) To establish a labor union which shall by its By-Laws provide for the organization of lodges in the several plants of said Company with virtual autonomy in local matters.

3. The management of the aforesaid Independent Union of Craftsmen shall be vested in a board of three Directors.

4. The following persons are hereby selected as the Directors to control and manage said corporation for the first year of its corporate existence, viz.:

John A. Litster, 1517 S. 60th Court, Cicero, Illinois.

Herman R. Froling, 7251 S. Green Street, Chicago, Illinois.

George F. Linde, 7603 South Park Avenue, Chicago, Illinois.

5. The location is in the city of Chicago, in the county

of Cook, in the State of Illinois, and the post office address of its business office is at No. 7603 South Park Avenue, in the said City of Chicago.

(Signed) John A. Litster
Herman R. Froling
George F. Linde

Book 1103, Page 502

State of Illinois, } ss.
Cook County, }

I, Forest A. King, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 2nd day of August, A. D. 1937, personally appeared before me John A. Litster, Herman R. Froling and George F. Linde, to me personally known to be the same persons who executed the foregoing certificate, and severally acknowledged that they had executed the same for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal the day and year above written.

(Seal) (Signed) Forest A. King,
Notary Public.

The Independent Union of Craftsmen
Location, 7603 So. Park Avenue, Chicago, Illinois.

Certificate

**Fee for Incorporation of Organization Not for
Pecuniary Profit**

Section 1. Be it enacted by the People of the State of Illinois, represented in the General Assembly: That all societies, corporations and associations not for pecuniary profit, hereafter organized under the laws of the State of Illinois, shall pay to the Secretary of State before there shall issue a certificate of incorporation, a fee of \$10.00. (Section 25, Chapter 53, Smith-Hurd, Illinois Revised statutes)

Filed Aug. 3, 1937.

Edward J. Hughes,
Sec'y of State.

2302

Certificate of
Organization
of

Book 1103, Page 503

Mail to

Benjamin Wham
231 So. LaSalle

12036074

State of Illinois, } ss.40
Cook County. }

Filed for Record

1937 Aug. 4 AM 10 26

1103

499

and recorded in

Book

Page

State of Illinois
Office of the
Secretary of State

1 85

9

(Envelope)

2303

INTERVENER'S EXHIBIT NO. 7.

By-Laws of Independent Union of Craftsmen.
Adopted by Board of Directors August 9, 1937.

Article I.

Membership, Elections, Meetings, Quorum, Withdrawals
and Reinstatements.

Section 1. Membership in the Independent Union of Craftsmen shall be available to all employees in chartered plants of the Link-Belt Company except executives and those employed in a supervisory or administrative capacity without regard to race, color or creed. The Board of Stewards in each plant shall determine in the first instance in case of doubt what employees are excluded by this provision, subject to the ultimate decision of the Board of Directors.

Section 2. An annual meeting and election shall be held at 8:00 P. M. on the second Tuesday of April in each year commencing in 1938 in each local. At this election a Presi-

dent, a Vice President, a Secretary and a Treasurer shall be elected by secret ballot from the membership at large in good standing for each local. At the same time each local shall elect from the membership at large in good standing by secret ballot a member of the Board of Directors of the Independent Union of Craftsmen (with the exception that so long as there are only two local lodges, the Thirty-Ninth Street Local shall elect two (2) Directors, and when other locals are chartered the Director from the first shall immediately replace the Director of the Thirty-Ninth Street Plant who received the lowest number of votes. Until such time as there is a third local lodge, Local Lodge No. 2 (Caldwell-Moore Plant) shall have the privilege of electing an alternate director who shall be permitted to sit in directors' meetings and discuss matters and whose opinions shall be given weight in the voting by the directors). At the same time there shall be elected by secret ballot a steward from each department designated by the Board of Stewards of each local, the members from each department in good standing voting only for candidates from that department. Said stewards shall constitute the Grievance Committee for each local. Nominations for stewards shall be made in writing signed by not less than ten (10) members from the department in good standing and filed with the Secretary one (1) week prior to said election. Nominations for officers of the locals and of Directors shall be made in the same manner except that they shall be signed by not less than twenty-five (25) members in good standing who may be from any department.

No member of any other labor organization shall be eligible to hold office nor shall he be eligible for three (3) years after his resignation from said labor organization; nor shall any member be eligible to hold office who has not been a member in good standing one year or since July 1, 1937, whichever is the shorter period.

Until the next regular election the officers, directors and stewards already elected by this Union prior to its incorporation shall serve in the capacity to which they were elected unless the Board of Stewards in each local shall call new elections. Such elections shall be held, if at all, in the manner outlined above.

2304 Section 3. Special meetings of the members of any local may be called upon five (5) days' notice by the President and shall be called upon request in writing signed by twenty-five (25) members in good standing de-

livered to the Secretary, setting forth the object of the meeting.

Section 4. A quorum at any meeting of members of any local shall consist of thirty (30) members in good standing except that a motion to affiliate with another union shall require a two-thirds (2/3) affirmative vote of all the members in all of the locals of the Union in good standing.

A quorum at meetings of the Board of Directors and the Boards of Stewards and of committees shall be a majority.

Section 5. Any member in good standing leaving the employ of the Link-Belt Company may obtain from the Secretary of his local a withdrawal card. Upon entering the employment of the Company in the same or any other plant, he may present his withdrawal card to the Secretary of the local in that plant for reinstatement in the Union. This reinstatement, if granted shall be made free of charge.

Article II.

Initiation Fee, Dues, Accounting and Division.

Section 1. The Board of Directors shall have power to determine from time to time what, if any, initiation fee shall be charged. The time when the collection of initiation fee shall commence and the amount thereof may vary in the different local lodges. The Board of Directors shall consult with the Board of Stewards before fixing the time and amount of the initiation fee for any local lodge.

Section 2. Dues shall be fifty (50c) cents per month per member, payable on or before the first day of each month. Fifteen (15c) of the amount so collected from each member each month shall be paid to the Board of Directors.

Section 3. The division of dues set forth in Section 2 above is purely arbitrary and is subject to adjustment from time to time. Expenses shall be allocated between the locals and the Board of Directors as shall be necessary. The Board of Directors shall consult with the Boards of Stewards concerning the matter from time to time, but its decision shall be controlling.

Accounting shall be made by the Board of Directors and by each Board of Stewards at the time of the annual meeting and oftener as required. The Board of Directors may in its discretion require an audit by a certified public accountant for presentation to the annual meeting of each local and of the Board of Directors.

2305 Section 4. Members shall not be considered in good standing after the last day of the month for which the regular dues are paid. Dues shall be suspended for members who are laid off during the time when they are actually laid off. The Board of Directors and/or Boards of Stewards may, if they find economic conditions require it, temporarily reduce or suspend dues for members who are employed.

Article III.

The Board of Directors, Collective Bargaining.

Section 1. A meeting of the newly elected directors shall be held within one (1) week after the annual election. At this meeting there shall be elected a President, one or more Vice-Presidents and a Secretary-Treasurer. The President and Vice-Presidents shall be elected from among the directors. The Secretary-Treasurer need not be a member of the Board of Directors but must be a member of the Union in good standing.

Section 2. The President shall preside at all meetings of the Board of Directors and shall perform the usual functions at that office.

Section 2. The Vice-President shall perform the functions of the President in the absence of the President.

Section 4. The Secretary-Treasurer shall record all minutes of meetings of the Board of Directors and perform all other secretarial duties delegated to him by the Board of Directors. The seal of the Union shall be in his custody. He shall have custody of all money belonging to the Board of Directors and keep a complete record thereof and disburse the same only on duly approved vouchers signed by the President of the Board of Directors. He shall be responsible for carrying out the provision in Article II, Section 3 for periodic accountings. The Board of Directors may require him to obtain adequate bond.

Section 5. The Board of Directors shall have power from time to time to select a depository for its money and to determine who shall have the right to sign checks drawn on said account.

Section 6. The Board of Directors shall act as the bargaining agency for all the members of the Union in all questions concerning wages, hour and other conditions of employment, but the Boards of Stewards may bargain on local matters with their respective plant superintendents.

Should any question arise as to what are local matters, the Board of Directors shall confer with the Board of Stewards in the plant where the question has arisen, but the decision of the Board of Directors shall be controlling.

Section 7. The Board of Directors may establish a regular meeting time and place and special meetings may be called upon one (1) day's notice by the President and shall be called upon written request to the Secretary by two (2) members of the Board, stating the object.

Article IV.

Discipline, Local Charters.

Section 1. The Board of Directors shall receive applications for affiliation by groups of employees in the various plants of the Link-Belt Company or a subsidiary 2306 and if it in its sole discretion shall determine that said group or groups have or are prepared to form a bona fide labor union and that the members thereof will abide by the Charter and By-Laws of the Independent Union of Craftsmen, it may issue a local charter to each group, but not more than one (1) in each plant, and assign to each local a number in the order of the receipt of the applications. Thereupon the members of a local so chartered shall become members of the Independent Union of Craftsmen.

Section 2. Any local, director, officer, steward, committeeman or member failing to conduct itself or themselves according to the Charter and By-Laws of this Union shall be subject to discipline, suspension or expulsion. The Board of Directors shall have sole jurisdiction over charges against locals and directors. The Boards of Stewards shall have jurisdiction over all charges of misconduct against officers, stewards, committeemen and members of their respective locals. All charges of misconduct shall be submitted in writing and notice shall be given to the local or person against whom charges are filed by registered mail sent to it or him at its or his last known address or by personal delivery at least five (5) days prior to the meeting at which said charge shall be considered. The local or person so charged shall have the privilege of being heard and personally presenting its or his defense.

Article V.**Boards of Stewards.**

Section 1. The newly elected President for each local shall within one (1) week after the annual election, call an initial meeting of the Board of Stewards. He shall preside at all meetings of the members of the local as well as all meetings of the Board of Stewards.

Section 2. The Vice-President of each local shall perform the functions of the President in his absence.

Section 3. The Secretary of each local shall keep the minutes of members' and stewards' meetings and shall perform the usual secretarial functions.

Section 4. The Treasurer of each local shall have custody of the funds of the local and shall be responsible for paying over to the Board of Directors money to which it is entitled. The Boards of Stewards in their discretion may have their respective Treasurer adequately bonded. Each local Treasurer shall be responsible for making the accountings provided for in Article II, Section 3. Each local Treasurer shall disburse funds only on vouchers duly approved by the President and Secretary of the local.

Section 5. The Boards of Stewards may select depositaries for their respective local funds and determine who shall have the right to sign checks drawn on such 2307 funds.

Section 6. Each Board of Stewards shall arrange for its meeting place and a meeting place for its members. It shall also arrange for regular meetings of members at least once a month unless postponed for good cause.

Section 7. Each Board of Stewards shall determine the number of stewards proper for its local and shall designate from what department or departments a steward may be chosen.

Section 8. Each Board of Stewards may adopt and amend from time to time local rules as to matters not covered by the Charter and these By-Laws, which shall be subordinate to and consistent with such Charter and By-Laws.

Section 9. Each Board of Stewards shall have power to name such committees as it may deem necessary to properly conduct the business of the local.

Article VI.

Section 1. Amendments to these By-Laws may be made in accordance with the Statute.

2308

INTERVENER'S EXHIBIT NO. 8.

This Agreement, dated May _____, 1937, between Link-Belt Company (hereinafter referred to as the "Corporation") and the Independent Union of Craftsmen (hereinafter referred to as the "Union"), made pursuant to and in supplement of the Agreement of April 21, 1937, between said parties,

Section 1.

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees of the Thirty-Ninth Street Plant, Chicago, Illinois, and the Corporation, and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

Section 2—Recognition.

The corporation recognizes the Union as the exclusive collective bargaining agency for all of the employees in such Plant, eligible for membership in said Union, provided, that any individual employee or a group of employees shall have the right at any time to present grievances to the Corporation. Further conferences will be had between the parties concerning the issue of a closed shop. In the meantime there shall be no discrimination, interference, restraint or coercion by the Corporation or any of its agents against any members because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership.

Section 3—Collection of Dues.

The Union agrees to submit an accurate list of its members to the Corporation and to revise said list from time to time so that it may be as nearly accurate at all times as is reasonably possible. The Corporation agrees to deduct from the wages of the members of the Union each month the amount certified to it by the Union as being the proper amount of dues which the members are obligated to pay to the Union, and to remit the total amount so deducted to the Union's Secy. In the event any member shall raise any
2309 objection to this procedure, the Corporation agrees to refer such objection to the Union immediately and

the Union agrees to indemnify and hold the Corporation harmless from any claims of its members because of such deduction.

(The Company is studying Section 3. It has been suggested that we include this power in the By-Laws and possibly pay the Company for this service.)

Section 4—Wages and Individual Wage Rates.

Effective _____, 1937, there shall be an increase of five (5%) percent in wages and salaries paid to all employees who are members of said Union or eligible to become members.

Representatives of the parties hereto shall study the prevailing wage structure, both with relation to the individual wage rates and the wages paid by competing companies, with a view to adjusting inequalities within the Plant and maintaining wages at least at the level of that maintained in competing companies. This study shall include salaried employees as well as hourly workers. In this connection the Corporation agrees to make available at all times to the Union all of the Company's data relating to orders on hand, production, balance sheets, profit and loss statements, and other financial statements.

Section 5—Hours of Work.

There shall be maintained an eight (8) hour day and a forty (40) hour week. Time and a half shall be paid for all overtime in excess of eight (8) hours in any one day, or for an overtime in excess of forty (40) hours in any one week. Time and a half shall also be paid for work on Sundays and holidays, and from 12:00 noon Saturday (Saturday afternoon is in the overtime classification).

Section 6—Holidays.

Recognized holidays shall be New Year's, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Employees who shall work on these days shall be given some option in the matter, and shall be notified some days ahead, if possible, and shall receive time and a 2310 half for such work.

Section 7—Number, Character and Rotation of

Those Employed.

Regard shall be had by the Corporation to the number and character of those employed in order to maintain the

present ratio of apprentices to skilled mechanics, and in order that employees may be given the same opportunity as they now have to receive time and a half pay for overtime. (Note—Rotation of overtime so as to equalize.—See if on emergency calls time in coming to work and going home should be paid.)

Section 8—Discharge Cases.

In the event a member of the Union shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided.

In the event it should be decided under the rule of this Agreement that an injustice has been dealt the employee with regard to the discharge, the Corporation shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of discharge shall be taken up and disposed of within five (5) days from the date of discharge.

Section 9—Seniority.

It is understood and agreed that in all cases of promotion or increase or decrease of forces the following factors shall be considered, and where factors (b), (c), (d) and (e) are relatively equal, length of continuous service shall govern:

- (a) Length of continuous service.
- (b) Knowledge, training, ability, skill and efficiency.
- (c) Physical fitness.
- (d) Family status, number of dependents, etc.
- (e) Place of residence.

Section 10—Adjustment of Grievances.

Should differences arise between the Corporation and the Union as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind arise, there shall be no suspension of work on account of such differences for a period of ninety (90) days, but an earnest effort shall be made to settle such differences immediately in the following manner:

First—Between the representative of the aggrieved employee and the foreman of the department involved;

Second—Between the representative of the aggrieved employee and the General Foreman.

Third—Between representatives of the General Commit-

tee of the Union and representatives of the executives of the Corporation; and

Fourth—In the event the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an impartial umpire to be appointed by the mutual agreement of the parties hereto. The expense and salary incident to the services of the umpire be paid jointly by the Corporation and the Union; and

Fifth—At the end of said ninety (90) day period, the Union shall have the right to ask for a vote of its members on the question of calling a strike.

The Corporation agrees that representatives of the Union may handle grievances and may engage in collective bargaining with the Corporation during working hours without loss of time or pay.

Section 11—Safety and Health.

The Corporation shall continue to make reasonable provisions for the safety and health of its employees at the Plant during the hours of their employment. Proper heating and ventilating systems shall be installed where needed.

2312 INTERVENER'S EXHIBIT NO. 9.

This Agreement, dated June —, 1937, between Link-Belt Company (hereinafter referred to as the "Corporation") and the Independent Union of Craftsmen (hereinafter referred to as the "Union"), made pursuant to and in supplement of the Agreement of April 21, 1937, between said parties,

Section 1.

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve industrial and economic relationships between the employees of the Thirty-Ninth Street Plant, Chicago, Illinois, and the Corporation, and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

Section 2—Recognition.

The Corporation recognizes the Union as the exclusive collective bargaining agency for all of the employees in such Plant eligible for membership in said Union, provided, that any individual employee or a group of employees shall

have the right at any time to present grievances to the Corporation. At the same time there shall be no discrimination, interference, restraint or coercion by the Corporation or any of its agents against any members because of membership in the union; and the Union agrees not to intimidate or coerce employees into membership.

2313 Section 3—Wages and Individual Wage Rates.

All hourly paid workers in the Plant shall receive a five (5%) per cent. increase on hourly rates effective June 1, 1937. All salaried employees receiving Eighteen Hundred (\$1800.00) Dollars per annum or less shall receive a five (5%) per cent increase, with the exception that piece work rates shall not be raised.

Representatives of the parties hereto shall study the prevailing wage structure, both with relation to the individual wage rates and the wages paid by competing companies, with a view to adjusting inequalities within the Plant and maintaining wages at least at the level of that maintained generally in the industry. This study shall include salaried employees as well as hourly workers. For this purpose the Corporation agrees to make available at all times to the Union the Company's data relating to orders on hand, production, balance sheets, profit and loss statements and other financial statements pertinent thereto.

Section 4—Hours of Work.

There shall be maintained an eight (8) hour day and a forty (40) hour week. Time and a half shall be paid for all overtime in excess of eight (8) hours in any one day, or for all overtime in excess of forty (40) hours in any one week. Time and a half shall also be paid for work on Sundays and holidays and from 12:00 noon Saturday. Saturday afternoon is in the overtime classification.

2314 Section 5—Holidays.

Recognized holidays shall be New Years, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Employees who shall work on these days shall be given some option in the matter, and shall be notified some days ahead if possible.

Section 6—Number, Character and Rotation of Those Employed.

Regard shall be had by the Corporation to the number and character of those employed in order to maintain the

present ratio of apprentices to skilled mechanics, and in order that employees may be given the same opportunity as they now have to receive time and a half pay for overtime. Overtime work shall be rotated so as to equalize it among the employees in so far as possible, and where employees are called from their home to do emergency work and the duration of the working time is four (4) hours or less, they shall be entitled to receive pay for the time spent going to and from the Plant at such employees' regular rate of pay.

Section 7—Discharge Cases.

In the event a member of the Union shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided.

2315—In the event it should be decided under the rules of this Agreement that an injustice has been dealt the employee with regard to the discharge, the Corporation shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of discharge shall be taken up and disposed of within five (5) days from the date of discharge.

Section 8—Seniority.

When new jobs are created or vacancies occur, the oldest employees in point of service shall be given preference in filling such new jobs or vacancies which may be desirable to them so far as practicable and consistent with proper ability to perform the service required. When for any reason it becomes necessary to reduce the working force, the senior employees shall be retained with the same consideration for practicability and ability.

The determination as to practicability and ability shall be made by the responsible supervisory officers or agents of the Corporation. When a grievance arises as a result of the application of this section, it shall be disposed of in accordance with the provisions of Sections 7 and 9 hereof.

Section 9—Adjustment of Grievances.

Should differences arise between the Corporation
2316 and the Union as to the meaning and application of the provisions of this Agreement, or should any trouble of any kind arise, there shall be no suspension of work

on account of such differences for a period of ninety (90) days, but an earnest effort shall be made to settle such differences immediately in the following manner:

First—Between the representative of the aggrieved employee and the foreman of the department involved;

Second—Between the representative of the aggrieved employee and the General Foreman;

Third—Between representatives of the General Committee of the Union and representatives of the executives of the Corporation; and

Fourth—In the event the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an impartial umpire to be appointed by the mutual agreement of the parties hereto. The expense and fee incident to the services of the umpire shall be paid jointly by the Corporation and the Union; and

Fifth—At the end of said ninety (90) day period the Union shall have the right to strike in accordance with its Constitution and By-Laws.

The Corporation agrees that representatives of the Union may handle grievances and may engage in collective bargaining with the Corporation during working hours without loss of time or pay.

Section 10—Safety and Health.

The Corporation shall continue to make reasonable provisions for the safety and health of its employees at the Plant during the hours of their employment. Proper heating and ventilating systems shall be installed where needed.

2317

Section 11—Vacations.

The Corporation agrees to negotiate further for the betterment of the vacation policy.

Section 12—Agreement Indeterminate.

It is agreed that this Agreement shall be indeterminate and that upon the request of either party further conferences shall be held from time to time for the purpose of revising the Agreement as to matters covered herein, or of considering new matters.

In Witness Whereof, the parties hereto have caused this

1464

Intervener's Exhibit No. 10.

Agreement to be signed by their respective Presidents and Secretaries, the day and year first above written.

Link-Belt Company

By _____ (Seal)
President

Attest:

Secretary

Independent Union of Craftsmen
By _____ (Seal)
President

Attest:

Secretary

2318

INTERVENER'S EXHIBIT NO. 10.

Link-Belt Company
Pershing Road Plant
Statement of Policy

Consequent upon the collective bargaining conferences heretofore held between Link-Belt Company, herein referred to as "the Company," and Independent Union of Craftsmen, herein referred to as "the Union" the Company makes and publishes the following statement of the policies which it undertakes to follow in relations with its employees as hereinunder designated.

Section 1. It is the intent and purpose hereof to promote and improve industrial and economic relationships between the Independent Union of Craftsmen, Chicago, Illinois, and the Company, and to set forth herein the basic understanding covering rates of pay, hours of work and conditions of employment to be observed at said plant.

Section 2. Recognition. The Company recognizes the Independent Union of Craftsmen as the exclusive collective bargaining agency for all of the employees in such Plant eligible for membership in said Union, provided, that any individual employee or a group of employees shall have the right at any time to present grievances to the Company. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any members because of membership in the Union, the Union having agreed not to intimidate or coerce employees into membership.

Section 3. Wages and Individual Wage Rates. Represen-

tatives of the Company and the Union shall study the prevailing wage structure, both with relation to the individual wage rates and the wages paid by competing companies, with a view to adjusting inequalities within the Plant and maintaining wages at least at the level of that maintained in competing companies. This study shall include salaried employees as well as hourly workers. For this purpose the Company agrees to make available at all times to the Union all pertinent data relating to the current operations and financial situation of the Plant.

Section 4. Hours of Work. There shall be maintained a basic eight (8) hour day and a forty (40) hour week. Time and a half shall be paid for all overtime in excess of eight (8) hours in any one day, or for all overtime in excess of forty (40) hours in any one week. Time and a half shall also be paid for work on Sundays and holidays and from 12:00 noon Saturday. Saturday afternoon is in the overtime classification.

Section 5. Holidays. Recognized holidays shall be New Years, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Employees who shall work on these days shall be given some option in the matter, and shall be notified some days ahead if possible.

Section 6. Number, Character and Rotation of Those Employed. Regard shall be had by the Company to the number and character of those employed in order to maintain the present ratio of apprentices to skilled mechanics, and in order that employees may be given the same opportunity as they now have to receive time and a half pay for overtime. Overtime work shall be rotated so as to equalize it among the employees in so far as possible. Where employees are called from their home to do emergency work, and the duration of the working time is four (4) hours or less, they shall be entitled to receive pay for the time spent going to and from the plant, at such employee's regular hourly rate of pay.

Section 7. Discharge Cases. In the event a member of the Union shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided.

In the event it should be decided under said method of adjusting grievances that an injustice has been dealt the employee with regard to the discharge, the Company shall reinstate such employee and pay full compensation at the

employee's regular rate for the time lost. All such cases of discharge shall be taken up and disposed of within five (5) days from the date of discharge.

Section 8. Seniority. When new jobs are created or vacancies occur, the oldest employees in point of service shall be given preference in filling such new jobs or vacancies as may be desirable to them, so far as practicable and consistent with proper ability to perform the service required. When for any reason it becomes necessary to reduce the working force, the senior employees shall be retained with the same consideration for practicability and ability.

The determination as to practicability and ability shall be made by the responsible supervisory officers or agents of the Company. When a grievance arises as a result of the application of this section, it shall be disposed of in accordance with the provisions of Sections 7 and 9 hereof.

Section 9. Adjustment of Grievances. Should differences arise between the Company and the Union as to the meaning and application of the terms and provisions hereof, or should any trouble of any kind arise, it is understood that there shall be no suspension of work on account of such differences for a period of thirty (30) days retroactive to day of grievance, but an earnest effort shall be made to settle such differences immediately in the following manner:

First—Between the Union shop steward who is the representative of the aggrieved employee, and the foreman of the department involved;

Second—Between the Union shop steward who is the representative of the aggrieved employee, and the General Foreman;

Third—Between representatives of the General Committee of the Union and representatives of the executives of the Company; and

Fourth—In the event the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an impartial umpire to be appointed by the mutual agreement of the parties hereto. The expense and fee incident to the services of the umpire shall be paid jointly by the Company and the Union; and

Fifth—At the end of said thirty (30) day period, the Union shall have the right to ask for a vote of its members on the question of calling a strike.

The Company agrees that representatives of the Union may handle grievances and may engage in collective bar-

gaining with the Company during working hours without loss of time or pay.

Section 10: Safety and Health. The Company shall continue to make reasonable provisions for the safety and health of its employees at the Plant during the hours of their employment. Proper heating and ventilating systems shall be installed where needed.

Section 11: Application. The foregoing shall be effective on the first working day following the date hereof and shall continue in full force and effect until terminated, modified or amended, except that the conditions hereof are subject to revision as may be required by law. The Company recognizes and will abide by the principle of collective bargaining relating to wages, hours and working conditions as provided by law, and it is understood that at the request of either the Company or the Union further conferences may be had in relation to any such matters, including specifically the question of a general vacation plan.

Dated at Chicago, Illinois, this sixth day of December, 1937.

Link-Belt Company,
Pershing Road Plant.

Link-Belt Company
Pershing Road Plant
Statement of Policy

2320 INTERVENER'S EXHIBIT NO. 11.

Notice.

This vacation policy effective January 1, 1938 is the result of collective bargaining negotiations between representatives of the Independent Union of Craftsmen and executives of Link-Belt Company.

1. Unless changed by the Management, a vacation due may be taken at any mutually agreeable time during the year.

2. All employees on a weekly or monthly salary basis will be allowed two weeks vacation with pay, after one year's service.

3. All employees on a weekly or monthly salary basis employed less than one year will be given one day's vacation with pay for each month of service up to a maximum of one week's vacation and pay for a vacation taken inside of the first twelve months of service.

4. All employees paid on an hourly or piecework basis will be allowed one day's vacation with pay for each year

of service, up to a maximum of ten days' vacation after ten years service.

5. All employees on an hourly or piecework basis shall be paid in proportion to their average daily earnings during the preceding 100 days worked.

6. When an employee has been laid off, he shall not lose his previous service record with the Company provided he returns to work when called, excepting that when an employee has been with the Company less than a year and is laid off for more than three months he forfeits any former service records should he return to work. If any employee fails to return to work when called he forfeits his previous service record. Any layoff period longer than two years cancels all previous service records.

7. Any period of leave of absence shall not be included as time of employment in computing length of service for vacations.

8. When an employee is granted a leave of absence he shall not lose his previous service record if he returns to work at the end of his leave of absence or is granted an extension.

9. An employee must have been actually at work for 90 days after a leave of absence or layoff before being entitled to a vacation.

10. All employees on an hourly or piecework basis who take three months or more leave of absence shall not be entitled to a vacation for twelve calendar months after their return but shall retain their vacation standing.

11. Vacations are provided for a period of rest, or change of activity, for the good of the employee and the Company alike. Therefore, continuous service without vacation but with extra compensation is not regarded as good policy.

12. Vacations are not to be considered as cumulative from year to year, but are intended to be taken during the year in which they become due.

13. Holidays of any kind occurring during an employee's vacation will be counted as a part of his vacation.

14. Employees eligible for vacations who resign or are discharged for cause prior to their vacations, will not be entitled to vacations or vacation pay.

15. The Management hopes that the cooperation of our employees and the conditions of our business will warrant continuance of this plan.

E. L. Berry.

December 8, 1937.

2325 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

• • (Caption XIII-C-303) • •

INTERMEDIATE REPORT.

Upon charge duly made, and acting pursuant to authority granted in Section 10(b) of the National Labor Relations Act, 49 Stat. 449, Regional Director of the Thirteenth Region, agent of the National Labor Relations Board, acting pursuant to its Rules and Regulations, Series 1, Article IV, Section 1, issued its complaint dated March 4, 1938, against Link-Belt Company, the respondent herein. The complaint and notice of hearing thereon were duly served upon respondent on March 4, 1938 in accordance with said Rules and Regulations, Series 1, Article V., Section 1. The complaint was amended (paragraphs 7 and 8) relating to rehiring Louis Salmons after proof in his case was presented. The amendment was allowed in so far as it conformed to the proof. The Complaint alleged:

That Respondent is an Illinois corporation operating a plant at 39th Street and Princeton Avenue, Chicago, Illinois, and is engaged in interstate commerce;

That it fostered, promoted, and dominated a labor organization known as Independent Union of Craftsmen and advised and encouraged its employees to join;

2326 That it discharged certain employees hereinafter named for engaging in union activities and rehired two of them on condition that they refrain from union activity; and that it discouraged membership in the Amalgamated Association of Iron, Steel and Tin Workers of North America;

That it hired one Frank Salinko on condition that he join the Independent Union of Craftsmen; and offered increased pay if all employees joined said Union; and circulated unauthorized petitions soliciting members therein;

And that it engaged in labor espionage.

The Answer alleged:

That respondent admits it is an Illinois corporation engaged in interstate commerce, and recognized the Independent Union of Craftsmen, but did not foster it; and

That it denies it discharged certain employees for other cause than inefficiency or reduction in working forces; but

that two employees were discharged for cause and rehired; and

That it denies generally the other allegations of the Complaint except that it is a member of a certain trade association.

Pursuant to the notice of hearing, the undersigned, as Trial Examiner of the National Labor Relations Board designated to conduct hearings in this case, conducted a hearing on March 14, 15, 16, 17, 18, 19, 20, 21, and 22, 1937, at United States Post Office Building, Chicago, Illinois. Respondent was represented by E. W. Ford, H. E. Seyforth, and W. F. Price of Pope and Ballard, and participated in the hearing. Benjamin Wham appeared for Independent Union of Craftsmen and the Board was represented by S. M. Reynolds.

Respondent's motion for a Bill of Particulars was denied. Board's counsel's motion to conform the pleadings to the proof was granted. Respondent's application for issuance of Subpoenas to Louis J. Disser, an employee of the Board's Regional Office, and to L. W. Beman, former Regional Director, were denied. Respondent's motions to strike and to dismiss for lack of proof and limitations upon cross-examination, made at the close of the Board's case, were denied at the close of the hearing. Intervenor's motion to strike evidence relating to Petitioner's majority membership was denied at close of hearing. Full opportunity to be heard, to cross-examine witnesses, and to produce evidence bearing upon the issues, was afforded to the parties. The parties were granted a reasonable period for oral argument, at the close of the hearing, and were afforded an opportunity to file briefs.

Upon the record as thus made, the stenographic report of the hearing and all the evidence, including oral testimony, documentary and other evidence received at the hearing, the undersigned makes, in addition to the above, the following specific findings of fact.

Findings of Fact.

I. Respondent and Its Business.

Link-Belt Company was incorporated in the State of Illinois on November 13, 1880, as Link-Belt Machinery Company. The name was changed to Link-Belt Company May 28, 1906. Respondent owns and operates seven plants indirectly: two in Chicago, Illinois (the 39th Street plant

at 300 West Pershing Road and the Caldwell-Moore plant at 2410 West 18th Street); two in Philadelphia, Pennsylvania; one in Atlanta, Georgia; two in Indianapolis, Indiana. Warehouses are maintained in Los Angeles, California; Portland, Oregon; Oakland, California; Seattle, Washington; Dallas, Texas; Detroit, Michigan; and Montreal, Quebec. Subsidiaries of Link-Belt Company operate plants in San Francisco; Toronto and Elmira, Ontario; and in Philadelphia, Pennsylvania. Twenty-eight sales offices are maintained by Link-Belt Company throughout the United States and Canada.

At its 39th Street plant in Chicago, Link-Belt Company engages in complete steel and iron foundry operations in connection with the production of cranes, shovels, draglines, mining conveyors, dumps, washers and driers, handling and preparation equipment for factories and foundries, mine tipples and miscellaneous other steel construction.

II. Unfair Labor Practices.

A. The Union Petitioner.

Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge 1604 (hereinafter referred to as the Union) is a labor organization within the meaning of the Act and is affiliated with the Committee for Industrial Organization through the Steel Workers Organizing Committee.

B. Company Dominated Union.

Edward L. Berry, Assistant General Manager of respondent's 39th Street plant in Chicago, was quoted in relation to respondent's attitude toward unions as stating at about the time the initial discharges in this case occurred in 1936 that "when outside persons tell you how to run your plant, I'll get out of the industry." Berry reaffirmed this statement at the hearing. As respondent's agent handling labor relations, he testified in response to intervenor's cross-examination that he refuses to deal with "outsiders"—will go out of business first—unions bring in strikes.

Predicated upon this viewpoint in its relation to Section 7(a) of National Industrial Recovery Act, respondent formed an Employee Representation Board and the record is replete with evidence of its organization and operation. It was a so-called company dominated union. The

National Labor Relations Act became effective July 5, 1935, and the National Industrial Recovery Act ineffective April, 1936. But the Representation Plan was not abandoned until April 19, 1937.

The steps taken in connection with such abandonment are illuminating in relation to the substitute, which, was formed.

George Lindey, an employee 16 years with the company whose work is that of establishing rates of pay, production tables and claims, testified that he was "dis-

2329 mayed that the Wagner Act was legal" when the Supreme Court upheld the constitutionality of the Act on April 12, 1937, because he too feared outside influence and labor unrest and "some Union acts were pretty raw." The same day he and two other supervisory employees determined to form an "independent union," to contact an attorney and go out and organize, feeling that "the Old Board was disbanded by the Supreme Court Decision and that it was easier to organize without outside influences."

The next day, Tuesday, April 13, 1937, they prepared a "Petition" to find out the sentiment of workers in the plant. The odd purple color of the type in the petition is similar to respondent's Bill for Materials issued in the ordinary course of business and similar to two notifications of "Independent" Union meetings which a member, J. J. Elsen, an office worker 20 years with the company, testified he typed and hectographed in respondent's offices after working hours. Two other Independent Union notices are substantially the same, indicating they came from the same source.

The petition was circulated with unusual expedition throughout the plant on April 14, 1937. Respondent's witnesses are uniform in their testimony that it was done outside of working hours. The Union's witnesses are equally insistent that it was done on company time, principally by foreman or supervisory employees who, in many cases, coupled their circularization with statements indicating the advisability of workers "signing up to hold their jobs."

While the evidence is contradictory, the practically complete denial by foreman and supervisory employees that they ever circularized petitions or lists or even saw them circulated in the plant when the record is replete that two labor organizations were competing to organize the plant, that at the time there was labor unrest and agitation generally, is unworthy of full credence. Respondent's wit-

nesses' testimony that the Union was actively trying to organize on company time as well as off company time is reasonably supported by the record. By the same 2330 token the union witnesses' testimony that the "Independent Union" circulated these petitions through some of respondent's foremen and supervisory employees with the knowledge of respondent's responsible agents who, the record shows, were in sympathy with the efforts of old employees to keep out "outside influences" is equally true, notwithstanding respondent's testimony that all supervisory employees were warned not to interfere with union activities of employees off company time. This admonition was generally applied shortly after the petitions were circulated and the "Independent" recognized by respondent.

Two days later, on April 16, 1937, about 80 per cent of the workers in the 39th Street plant were signed up—there is contraverted testimony that foremen signed workers' names when the workers could not write, and that union members also signed with the "Independent."

Lindey stated that on April 17, 1937, he "contacted" a lawyer, as a result of a newspaper article, who advised him to dissolve the Old Board and incorporate the "Independent" Union. Respondent introduced into the record the notice of dissolution. The following day Lindey organized a "Committee of 7" and delegated a group to "approach the company" on April 19, 1937 for purposes of collective bargaining.

On April 21, 1937, respondent recognized the group as the collective bargaining agency for its workers, after checking the names on the petition or list, by posting a "Statement of Policy" on plant bulletin boards.

At the same time (April 19 and 21) application forms for membership in the Independent Union of Craftsmen were printed, circulated through the plant under the same circumstances as the petition or list, and signed up.

2331 On April 22, 1937, a general meeting was called by invitation cards circulated through the plant, to consider the proposed constitution of the Independent Union and its formation and organization. Paul Bozurich, who has been a molder for over 20 years, testified clearly for the Union; he said that workers joked about receiving this invitation on April 22, 1937, the day after the "agreement" was posted. The workers claimed that the "agreement" was executed before a union was formed, or members signed up or negotiations undertaken.

At the meeting of April 22, 1937, workers testified that

the union attorney explained the meaning of the Wagner Act; the part the company could play under the Supreme Court decision and "the method of financing under the guise of dues." Lindey explained the term "guise" was a mistake in the choice of words. Bozurich and other witnesses, however, testified the attorney explained substantially that "the company cannot support you directly financially but other arrangements can be made." Lindey stated that dues are the only source of revenue.

Lindey was secretary of the meeting of April 22, 1937 and testified that on "a motion to form into an Independent Union of Craftsmen" 90 per cent of the 500 people present stood up. The record shows that foremen, supervisory employees, wives of workers and children and girl office workers were present. Petitioner's witnesses testified that many present stood up in protest and that the meeting broke up in turmoil—being adjourned to May 4, 1937 (where admission was by membership card only) when a constitution and by-laws were adopted and acts of the "executive committee" approved. In fact, the "Independent" was then formed.

During this period there was active solicitation of "Independent" memberships in the Plant.

Lindey testified that negotiations were carried on with Berry to June 1, 1937, when a final contract was 2332 "agreed to verbally by the company—counsel advised Berry not to sign." "It wasn't thrown at us."

Ray Froeling, 23 years with the company, formerly on Employees Representation Board and active in organizing the "Independent" and securing the agreement or "Statement of Policy" of April 21, 1937, testified that there is very little distinction between the Old Board and the "Independent" Union of which he was an officer. Froeling called the Old Board's dissolution meeting and said that he kept "under cover" when soliciting for the "Independent" because "Louie Salmons was fired for organizing."

Most of the employees who succeeded in accomplishing in a phenomenally short time that which others could not do after a year of effort were men of long service with respondent—from 15 to 30 years—and who occupied generally supervisory positions over production workers—men who by habit looked in the direction of respondent rather than down the long vista of trade-unionism (a steel shop inspector, supervisors of motion and time studies, a pattern inspector and checker, planning room super-

visor, casting inspector, foreman in planning room, stock room clerk, rates-claims-table supervisor) — generally minor “key men” in production to whom production workers look for job security and to whom the respondent looks for efficient production.

The evidence shows the natural purpose reflected by the assistant general manager's attitude towards unions was accomplished through the Independent Union.

Frank Lackhouse, an Employees Board member, was instructed by Ray Froeling to solicit “Independent” organization petitions about April 16, 1937, as an employee named Brooks had gotten permission from the management to solicit. Brooks and Froeling denied this on 2333 on the stand. Oleson, a foreman, took Lackhouse upstairs to the hub room and told him that the plant “would be much better off with an ‘inside’ Union,” and Lackhouse testified that he solicited all afternoon signing up 40 out of 360 men in the foundry. Lackhouse also testified that “Splits” Siskanskis, machine foreman, said “I’m sent around to sign up the fellows.”

The foundry superintendent, Fred Skeats, was talking with steel-inspector Kovatch when Kovatch took Pete Solinko into the office to sign Solinko up for the “inside” union. Another steel inspector, identified as Kresge, collected dues from Solinko on company time saying “You are going to pay dues if you want to stay here.”

The employment manager, Staske, however, told Pete Solinko when he was laid off that payment of Independent dues was no concern of the company.

On April 27, 1937, Bozurich quotes “Splits” Bill Siskanskis, a machine foreman, in a noon-hour discussion as saying that it would be very bad if the C. I. O. comes into the plant—the company would close down and there would be a lockout. Oleson, a foreman, was quoted as saying when John L. Lewis failed to appear at a C. I. O. mass-meeting, “that shows he don’t care for you fellows—all he wants is your money.”

Fred Skeats, the foundry foreman, is quoted by Bozurich at the time of Bozurich’s discharge as saying that sooner or later one of the unions will come in—A. F. of L., C. I. O., or “Independent.” “I will have to deal with them. I’d rather fire those suckers in the south end. This is an order to me from my big boss.”

On or about June 2, 1937, Time Keeper Ericson insisted that Bozurich pay the 50 cents a month Independent dues, saying “all the company wants is to show the

Government it has a majority—the company pays your wages, not the Labor Board.” Ericson made a complete denial.

Bench moulder, Joe Thomas, testified that “Splits” Siskanskis signed his name to the Independent or-
2334 ganization petition and solicited him to sign up a membership card, saying, “sign up, maybe lose job.” Thomas refused and “Splits” tried a second time, brought him into the office where Thomas again refused, but “Splits” signed his name anyway.

C. Espionage.

James Causland, a lathe operator for respondent for 22 years, testified that he was also employed by National Metal Trades Association, an employer-group in metal production, for the purpose of “taking care of piece work trouble, dissatisfaction of workers with rates set on time studies, production and tooling methods.” His reports were routed to the Association and then to Berry—no use of them was made by the Association according to the General Office Manager Abbott, who testified that he really knew nothing about Causland as Causland had been employed before Abbott took charge of the national offices—but Abbott immediately destroyed Causland’s reports.

Berry also testified in the same vein—that Causland only reported on minor matters, such as workers’ dissatisfactions with rates set, workers complaining of broken milk bottles endangering men, and such as the Sorensen situation when a worker was “wild or a disturber.”

Causland testified that Abbott instructed him to “stop correspondence” about the time the Senate Sub-Committee on Education and Labor disclosed publically Causland’s activities as an undercover operative. The Committee Report shows respondent paid \$5,438 from 1933 to 1936 for qualified labor espionage, industrial munitions, strike-breaking and plant protection, etc. . Abbott explained that “assessments” of members was measured by the pay roll funds were expended for apprentice and foreman training, safety, sanitation and picnics. The record shows that Causland was paid amounts for “expense” in addition to respondent’s assessments to the Association. There is confusion as to whether the payments actually were for expenses or as compensation for services rendered.

The evidence shows that the Association concerned
2335 itself with labor agitation and labor activity and that labor reports made up the greatest percentage

of operatives' reports. Abbott testified that Causland was never a member of a union, whereas Causland admitted he belonged to a Machinists Union affiliated with American Federation of Labor, the C. I. O. until they learned of its activities, and now belongs to Independent Union of Craftsmen.

Abbott's testimony was of a broad general character but he stated that secret operatives were discontinued by the Association as a result of Federal Labor Legislation.

Correspondence subpoenaed from the Association relating to respondent was on general subjects including "Some questions and answers concerning the Wagner Act; important activities which our Association is carrying on designed to establish closer relations between employees and employers; tax deductions for Social Security; League for Industrial Rights; Court decisions v. N. L. R. B.; practical treatment of industrial relations problems."

During the spring of 1937 when two rival labor organizations agitated in respondent's plant and one of them was company-dominated as found in this report, nothing was more calculated to interfere with, restrain and coerce employees in the exercise of their right to self-organization than such activity on the part of Causland. Twenty years' habit may not reasonably be expected to change overnight—and Berry's evidence regarding the union activities of the Union's president was not direct but came to him from reports of others.

D. Discrimination in Hiring Frank Solinko.

When Pete Solinko, an illiterate grinder in respondent's employ for 14 months, tried to get his son a job with the company in May, 1937 (during the union campaign), he testified that Stanley Staske, respondent's employment manager asked Pete how strong the C. I. O. was and directed the witness to see John Kovatch, while his son remained in the employment office. Instead, the witness went back to his job and in about 10 minutes, 2336 Kovatch and another inspector came to him and asked his "check number." Kovatch asked his "check number." Kovatch asked him to sign up for the "inside union", but the witness replied that he had already signed up for the C. I. O. Union. Kovatch is quoted as saying that the witness' son, Frank, was in the office and wants to know how the witness stood on the two

unions; that "You want to sign up right away. We need you fellows right away because the company wants to find out who it is going to keep on the job." The witness said, "I ain't going to sign right away." The following day after talking with the foundry superintendent, Kovatch took the witness into the office and signed him up for the Independent Union, according to the witness. He testified, "I know for what I signed, if I sign I want my job. I was 4 years on steady relief before.—That same day he give him (the son) the job and put him to work."

E. Seniority.

Respondent defended its application of the seniority rule at the hearing by claiming that its foundry was "departmentalized" owing to the peculiar nature of its business. Occupational considerations were of secondary importance and the plan has actually not become effective.

None of the workers were aware of this method of applying the rule and respondent's own witnesses were uncertain as to the application of the rule.

The foundry superintendent explained this uncertainty by stating that although the respondent has been in business over 40 years there was no reason to apply a seniority rule until October, 1937 and, therefore, not enough time had elapsed to test its actual operation. He introduced exhibits to show the way in which he applied it, but the classification of employees on the "sprocket floor" is different on the two exhibits covering that department and illustrates the conditions under which the workers were discriminated against. The exhibits were prepared at the time of the hearing and while possibly reflecting the broad plan the respondent applied last fall, they were not permanent records at the time the discharges occurred.

2337 It is clear from the record that the rule as applied on the dates of discharges herein did not afford workers the protection it is intended to give and in consequence, the discriminatory character of the discharges in violation of the rule is supported by the testimony of the workers which is not refuted by the conflicting testimony of respondent's witnesses.

F. Discharges.

Joseph E. Novak.

On December 21, 1936, Novak was discharged by Berry who is quoted as saying in Conroy's presence, "You are an organizer and instigator of a union and spending more of your time on other things than your job." Novak said, "That's the first I've heard of it. I'm being made the goat."

Following mediation by the Regional office, Novak was rehired. He testified that Berry said, "Well, I'll give you your job on one condition only—do you think I want C. I. O. or any union solicitors—or any solicitation on street cars outside the plant." Novak said he wasn't doing anything of the sort, therefore, there was no reason to promise. Berry said, "You know how it is. I don't want any organizers." The day before Novak went back to work he again talked with Berry along the same lines—strikes were talked of any Berry is quoted as saying, "Unions don't do any good—I want no union to mar my place." Novak testified, "I agree to your conditions and I promise not to organize."

Novak joined the C. I. O. about a week after April 12, 1937, and his discharge, though erroneous, was an unfair labor practice.

Paul Bozurich.

Bozurich, an unusually intelligent witness, has been a moulder since 1916 and had been employed by respondent 18 months when he was discharged November 9, 1937, in violation of what the workers understood to be the seniority rule. There is no reasonable question of his efficiency. He joined the C. I. O. March 13, 1937, and the evidence shows that he engaged in union activities, 2338 but not on company time. At the first meeting of the Independent Union on April 22, 1934, he was a leader among those who sought answers to questions on (1) membership classification, on (2) the clause is membership applications repudiating former signatures, and on (3) absence of a recording secretary. At the second meeting of May 4 he sought admission as a plant employee, but was barred as a non-member.

On or about April 26, 1937, Inspector Kovatch and Time Keeper Ericson said to Bozurich, "Paul, there is your clock number. You better sign if you know what is good for you," and the following day Kovatch came

to him with an Independent membership book which bore the notation, "Bozurich signed but refused to pay." Kovatch said, "Its for your own good, better pay." Kovatch and Ericson denied this.

On November 9, 1937, when he was discharged, Julius Robinson, an "Independent" shop steward, is quoted as saying, "they are going to cut you fellows heads off—they want to pile it up on you." On the stand Robinson denied everything he was alleged to have said.

Bozurich claims he was shifted from the south end of the grey-iron-floor to the side-floor (a separate department) and then back to the north-end of the grey-iron-floor in furtherance of a company policy to cause him to lose his seniority rights under the departmental-seniority plan. The effect of the shift was as he claimed. When he was at the south-end of the grey-iron-floor he was senior to 8 or 9 other moulders. When he was on the side-floor these juniors were transferred to another department and when the witness was moved back to the grey-iron-floor, he was the newest man in that department. Respondent claims that the shifts were due to operating convenience and not for the purpose of discriminating against Bozurich. The effect, however, was discriminatory.

2339 Louis Salmons.

On September 21, 1936, Salmons, an electrician with the company 14 years and president of the Union, was discharged by Berry after admitting that he spread union propaganda. The issue is whether his union activity was engaged in during working hours. As maintenance trouble shooter, his work took him all over the plant.

When he was rehired after mediation of the Board's Regional office, Salmons testified he said to Berry, "I want my job back." Berry acquiesced and said, "Go up stairs—no more running around the plant and no more organizing inside the plant." Salmons said that "There would be plenty outside, though."

Berry testified that he saw Salmons talking to the sand-slinger operator called "Long John" on September 15, 1936, and when Berry went over and asked whether something was wrong with the motor, "Long John" replied in the negative. Berry asked him what Salmons had been doing there talking to him and "Long John" said Salmons was soliciting for the C. I. O. Other reports of Salmons soliciting on company time had come to him, Berry testified.

Salmons denied this solicitation, but admitted frankly that he did solicit on company time when he thought nobody was watching.

On December 21, 1936, when he rehired Salmons, the evidence shows that Berry testified it was on condition that there be "no unionizing on company time." Salmons agreed and said he was a man of his word. He was put to work in the tool room with interim pay rises and retention of vacation rights. He was not put back on the maintenance crew where he could freely move about the plant.

William Conroy, production superintendent, was called in by Berry to witness the discharge and the rehiring. He quotes Berry as saying to Salmons in September 21, 1936, "Lou, you've been spending more time organizing than working," and that Salmons replied, "That's my privilege under the law." Conroy testified that 6 weeks later when Salmons was rehired, he said, "I won't do any organizing on company time."

2340 Salmons testified that he confines his charge of discrimination to the period between December 21, 1936 and March 1937 although he is the highest rated hourly man and he now works at a job that is an equivalent pay level as his old job—the difference being in the character of the work, his old job being maintenance and his new job is electrical work on a bench. He is better satisfied with his new job compared with the old job except as to hours worked which differ because a trouble-shooter maintenance-man may be called for excess work in an emergency which would not arise in bench work. He has merely been limited in "circulating through the plant" when carrying on union activities in the same manner as he did when he was a representative on the old Employees' Board, and this limitation of activity or "circulation" is not an unreasonable limitation under the circumstances.

At the hearing it was pointed out to Salmons that the complaint is "you were rehired on condition that you refrain from further labor union activity or membership in a labor organization," and Salmons replied "I think you have got somebody else then. Is that mine—I don't remember anything about that at all."

In view of the record on this case and Salmons' frank admissions, the discharge was not discriminatory within the meaning of the Act. The complaint as to Salmons should be dismissed.

Nels Carl Sorensen.

On October 1, 1936, Sorensen, a janitor who had worked for respondent in various capacities since 1927, was discharged. He was a good worker and not lazy. The record shows that he had joined the C. I. O. about a month previously and his foreman is quoted as coupling his discharge with union activities. The evidence is clear, however, that Sorensen was irritated, when men made his cleaning job difficult for him and Berry, the assistant general manager, testified that Sorensen was a general disturber, arbitrary, argumentative, and is, therefore, an undesirable worker. His foreman confirmed this testimony and his discharge was warranted.

2341 Mike Karabol

Karabol had worked for respondent about 12 years when he was discharged May 19, 1937, for inefficiency according to respondent. Although respondent has maintained time-studies for 28 years, no records were introduced covering Karabol's efficiency during his long period of service, except one report covering the 6 weeks prior to Karabol's discharge.

Karabol testified that he refused to sign up with the "Independent" when solicited by George Belov, night foreman, about April 22, 1937, but he did join the C. I. O. about that time.

In the light of all the circumstances, the respondent's reason for this discharge is not supported.

Nick Cummerick

On May 19, 1937, Cummerick was discharged for inefficiency according to the respondent. He was hired in December 1936 as a chipper and grinder, but used as a laborer largely; and put to work as a chipper shortly before his discharge. The time-study introduced in evidence is subject to the same weakness as that in the Karabol case. He claims that his night foreman, Belov, said that Cummerick was a good man.

Harry Johnson

Johnson was employed by respondent as a boring-mill operator in the machine shop when he was discharged December 8, 1937. He was originally employed in 1929 for about a year and later rehired in 1935. Pete Schuman, his foreman, told him when he was discharged that the seniority rule was based on date of hiring rather than by depart-

ment. Johnson was senior to three other workers when he was discharged.

He joined the C. I. O. in January 1937 and actively solicited membership during lunch hour. In May 1937, he was transferred to night work and there is no evidence that he was not a competent worker.

In view of the violation of the ordinary seniority rule and the competition between the two unions, his discharge under all the circumstances was discriminatory.

2342 John Kalamarie.

Kalamarie was an acetylene welder 21 months and an electric welder 3 months prior to his discharge on November 30, 1937. He joined the C. I. O. and was very active in union affairs, being a member of the Grievance Committee.

The evidence is contradictory relative to his promotion to the electric welder job. His superintendent, McKinney, said that Kalamarie wanted to learn and to earn more pay; that McKinney pointed out at the time of transfer to electric welding in August Kalamarie would lose his seniority as a gas welder. Kalamarie denies any such statement. Superintendent Skeats testified that the seniority rule was new and there was no need for its application until October, 1937. It is clear that the method of its application is uncertain. Kalamarie stated that McKinney suggested the transfer and offered to permit Kalamarie to return to gas-burning if he failed to make good on the electric-burning job. Kalamarie would not take the new job if he would lose his seniority rights. Kalamarie was senior to three other workers who were retained after Kalamarie's discharge.

Stanley Balcauski.

Balcauski, a core-maker, employed by respondent in May, 1936 was discharged November 17, 1937. On November 8, 1937, he was warned by Superintendent Skeats not to collect union dues on company time or on company property. In August, 1937, a misunderstanding arose over an accounting mistake in his pay envelope and Assistant General Manager Berry warned Balcauski about spreading false rumors and published a notice on the bulletin board to that effect.

Balcauski joined the C. I. O. in April, 1936, was active at meetings, was a guard, a steward, dues collector, and helped organize. He was senior to three other workers.

2343

Conclusion.

Said Joseph E. Novak was discharged by Edward L. Berry, an agent of the respondent, on December 21, 1936, for the reason that said Joseph E. Novak joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities, for the purpose of collective bargaining and other mutual aid and protection.

Said Paul Bozurich was discharged by Fred Skeats, an agent of the respondent, on November 9, 1937, and has since been refused employment by respondent, for the reason that said Paul Bozurich joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection.

Said Mike Karabol was discharged by George Belov, an agent of the respondent, on May 19, 1937, and has since been refused employment by respondent, for the reason that said Mike Karabol joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities, for the purpose of collective bargaining and other mutual aid and protection.

Said Nick Cummerich was discharged by George Belov, an agent of the respondent, on May 19, 1937, and has since been refused employment by respondent, for the reason that said Nick Cummerich joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities, for the purpose of collective bargaining and other mutual aid and protection.

Said Harry Johnson was discharged by Pete Schwam, an agent of the respondent, on December 8, 1937, and has since been refused employment by respondent, for the reason that said Harry Johnson joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities, for the purpose of collective bargaining and other mutual aid and protection.

2344 Said John Kalamarie was discharged by Bill Morley, an agent of the respondent, on November 30, 1937, and has since been refused employment by respondent, for the reason that said John Kalamarie joined and assisted a labor organization known as Amalgamated Association of

Iron, Steel and Tin Workers of North America and engaged in concerted activities, for the purpose of collective bargaining and other mutual aid and protection.

Said Stanley Balcauski was discharged by Fred Skeats, an agent of the respondent, on November 17, 1937, and has since been refused employment by respondent, for the reason that said Stanley Balcauski joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities, for the purpose of collective bargaining and other mutual aid and protection.

By said discharges and refusals to employ said Paul Bozrich, Mike Karabol, Nick Cummerich, Harry Johnson, John Kalamarie, and Stanley Balcauski, respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

By said discharges and refusals to employ said Paul Bozrich, Mike Karabol, Nick Cummerich, Harry Johnson, John Kalamarie, and Stanley Balcauski, respondent has discouraged membership in the labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America.

III. Interstate Commerce.

The average tonnage production of the 39th Street plant of respondent in Chicago under normal conditions amounts to approximately 1,100 tons monthly. Link-Belt Company as a whole employs approximately 5,000 persons throughout the country. At the 39th Street plant in Chicago approximately 1,200 employees are on the pay roll during the peak season and approximately 750 at low ebb.

Raw materials utilized in the 39th Street plant in Chicago consist principally of pig iron and scrap iron, and approximately 90 per cent of all raw materials used in the plant are received by rail from States other than the 2345 State of Illinois. Large quantities of scrap iron are purchased from various scrap iron dealers.

Finished products manufactured and assembled in the 39th Street plant in Chicago are shipped principally by rail, approximately 80 per cent to points outside the State of Illinois and approximately 20 per cent to points within the State of Illinois. The finished products are marketed throughout the United States and Canada and other foreign

countries through retail outlets, branches, salesmen and central warehouses.

I find that the activities of respondent set forth in Section II above, occurring in connection with the operations of the respondent set forth in Section III, have a close, intimate, and substantial relation to trade, traffic and commerce among the several States, and have led and tend to lead to labor disputes burdening commerce and the free flow of commerce.

Conclusions and Recommendations.

Upon the basis of the foregoing findings of fact, the undersigned hereby determines and concludes:

Respondent by (a) fostering, dominating and interfering with the formation of the labor organization known as Independent Union of Craftsmen and by contributing financial and other support to it, and by

(b) discharging Joseph E. Novak and discharging and refusing to reemploy Paul Bozurich, Mike Karabol, Nick Cummerich, Harry Johnson, John Kalamarie, and Stanley Balcauski, and thus discouraging membership in the labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge No. 1604, and by

(c) interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as set forth in the above findings of fact, has engaged in and is engaging in an unfair labor practice affecting commerce within the meaning of Section 8, subdivisions (1), (2), and (3), and Section 2, subdivisions (6) and (7) of the National Labor Relations Act.

Wherefore, the undersigned recommends that:

1. Respondent cease and desist from interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

2. Respondent cease and desist from discouraging membership in any labor organization by discrimination in regard to hire or tenure of employment or any term or condition of employment; dominating or interfering with the formation or administration of Independent Union of

Craftsmen or any other labor organization; and from contributing financial or other support to said Independent Union of Craftsmen or any other labor organization; or from engaging or causing to be engaged, directly or indirectly, any person for labor espionage.

3. In order to effectuate the policies of the Act, take the following affirmative action:

a. Upon application, offer to Paul Bozurich, Nick Cumerich, Mike Karabol, Harry Johnson, John Kalamarie, and Stanley Balcauski, immediate and full reinstatement to their former positions, without prejudice to their seniority or other rights or privileges, dismissing, if necessary, such employees as respondent has hired since their respective discharges.

b. Make whole said employees, including Joseph E. Noval, heretofore rehired, who were discharged, for any losses they may have suffered, by payment to each of them respectively, of a sum equal to that which each of them would normally have earned as wages during the period from the date of any such discharges to the date of offer of reinstatement, less any amount earned by each of them, respectively, during such period;

c. Withdraw all recognition from Independent 2347 Union of Craftsmen and completely disestablish all relations with the Independent Union of Craftsmen.

d. Post immediately notices in conspicuous places at the 39th Street plant where they will be observed by the respondent's employees, stating (1) that the respondent will cease and desist in the manner aforesaid; (2) that the respondent's employees are free to join or assist any labor organization; (3) that the respondent has withdrawn all recognition from the Independent Union of Craftsmen and has disestablished all relations with said Union; (4) that respondent will not discriminate against members of any labor organization of its employees, or any person assisting such organization, by reason of such membership or assistance and (5) maintain said notices for a period of sixty (60) consecutive days from the date of posting.

File with the Regional Director for the Thirteenth Region within ten (10) days after the service upon respondent of a copy of this Intermediate Report, a statement in writing setting forth in detail the manner and form in which it has complied with the foregoing requirements.

It is recommended that, unless the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the matter be referred

Intermediate Report.

forthwith to the National Labor Relations Board and that said Board issue an order requiring respondent to take the action aforesaid.

It is further recommended that the complaint be dismissed as to Louis Salmons and Nels Carl Sorensen.

Request for the privilege of oral argument before the National Labor Relations Board upon issues raised by any exceptions to this Report must be made within ten (10) days from the receipt of this Report.

Hugh C. McCarthy,
Hugh C. McCarthy,
Trial Examiner.

Dated: May 9, 1938.

2348 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

To the Honorable, the National Labor Relations Board:

Now comes Lodge 1604 of Amalgamated Association of Iron, Steel & Tin Workers of North America, through Steel Workers Organizing Committee, affiliated with Committee for Industrial Organization, and respectfully requests of this Honorable Board that an extension of time in which to file exceptions to the Intermediate Report of the Trial Examiner be granted to this petitioner, for the reason that an investigation, which is now being made leading toward exceptions to certain parts of the intermediate report, is not completed, and cannot be completed within the time allowed under the rules of the Board in which to file exceptions. Your petitioner therefore requests an extension of five (5) days in which to file exceptions.

Dated at Chicago, Illinois, this 18th day of May, A. D. 1938.

Lodge 1604 Amalgamated Association of Iron, Steel & Tin Workers of North America, through Steel Workers Organizing Committee, affiliated with C. I. O.,

By John J. Brownlee,
John J. Brownlee,

Representative,
1910 Engineering Bldg.,
Chicago, Ills.

Original & 3 carbons to NLRB, Washington, D. C.

1 carbon to Pope & Ballard, Attorneys, 120 S. LaSalle St.,
Chicago, Ills.

1 carbon to Benjamin Wham, Attorney, 231 S. LaSalle St.,
Chicago, Ills.

2349 (Letterhead of National Labor Relations Board,
Washington, D. C.)

20th May 1938

John J. Brownlee, Esq., Representative,
Lodge 1604, A. A. I. S. & T. W. A.,
1910 Engineering Bldg.,
Chicago, Illinois.

Re: Link-Belt Company
(Formerly XIII-C-303)
Case No. C-607

Dear Sir:

This will acknowledge your request of May 18th for extension of time with which to file exceptions to the Intermediate Report of the Trial Examiner in the above noted case, duly filed on behalf of the Union therein.

In accordance with such request, you are hereby granted an extension of five days for the filing of such exceptions.

Very truly yours,

Nathan Witt,
Secretary.

2350 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

(Caption—C-607)

Exceptions to the Record and Intermediate Report.

Link-Belt Company, a corporation,
Respondent.

Pope & Ballard,
120 South La Salle Street,
Chicago, Illinois,
Attorneys for Respondent.

Herbert Pope,
E. S. Ballard,
Henry E. Seyfarth,
William F. Price,
Of Counsel.

May 20, 1938.
Chicago, Illinois.

Respondent Requests Oral Argument and Permission to
File Brief in Support of Exceptions.

2351 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—XIII-C-303) * *

EXCEPTIONS TO THE RECORD AND INTERMEDIATE REPORT.

Respondent, Link-Belt Company, pursuant to Section 34, Article II of the Rules and Regulations, Series 1, as amended, of April 27, 1936, of the National Labor Relations Board, files herewith with the National Labor Relations Board at Washington, D. C., four written (printed) copies of this, its exceptions to the Record and Intermediate Report.

The hearing was on a complaint amended after proof; motion for a bill of particulars, which was denied; answer of respondent denying all allegations of unfair labor practices; application for issuance of subpoenas, which was denied; the testimony of witnesses and documentary evidence produced; the respondent's motions to strike and dismiss for lack of proof, which were denied; intermediate report of trial examiner making many findings, conclusions and recommendations against respondent; to each and all of which actions, rulings, holdings, conclusions, findings and recommendations; to the intermediate report; and to the record as a whole, the respondent takes exception and individual, separate exceptions.

2352

Section A.**Exceptions to the Intermediate Report.**

Respondent, Link-Belt Company, excepts to the intermediate report of Hugh C. McCarthy, trial examiner, and respectfully submits that said trial examiner erred in the following respects:

1. In that he failed and refused to conscientiously consider the testimony of Edward L. Berry.
2. In that he failed and refused to conscientiously consider the testimony of Fred B. Skeates.
3. In that he failed and refused to conscientiously consider the testimony of William A. Conroy.
4. In that he failed and refused to conscientiously consider the testimony of Charles Leonard.
5. In that he failed and refused to conscientiously consider the testimony of Edward L. McKinney.

6. In that he failed and refused to conscientiously consider the testimony of Edgar Wellington Wright.
7. In that he failed and refused to conscientiously consider the testimony of William Siskauskis.
8. In that he failed and refused to conscientiously consider the testimony of Axel E. Olson.
9. In that he failed and refused to conscientiously consider the testimony of John J. Elsen.
10. In that he failed and refused to conscientiously consider the testimony of William Peters.
11. In that he failed and refused to conscientiously consider the testimony of William A. Morley.
- 2353 12. In that he failed and refused to conscientiously consider the testimony of Fred L. Pyle.
13. In that he failed and refused to conscientiously consider the testimony of Mike Masionis.
14. In that he failed and refused to conscientiously consider the testimony of Joseph Forss.
15. In that he failed and refused to conscientiously consider the testimony of Fred Carlson.
16. In that he failed and refused to conscientiously consider the testimony of Stanley A. Staskey.
17. In that he failed and refused to conscientiously consider the testimony of O. R. Abbot.
19. In that he failed and refused to conscientiously consider the testimony of George F. Linde, John Litster, Ray Froling, Hubert Brucks, Arthur B. Ross, Alvin S. Friberg, Arthur H. Rosenbaum, John Kowatch, Ralph B. Kresze, William J. Greenlee, Walter Balton, John W. Bailey, Russell Paul Erickson, William Sterling, Leo de Runtz, Edward Smith, William D. Richards, John L. Workman, Joseph Jeske, Frank Kugicki, Julius Robinson, John Lubenkov, Joseph Speiser, Joseph Szabo, August Nordine, Archibald Johnson and Edgar Jamison.
18. In that he failed and refused to conscientiously consider the testimony of James Causland.
20. In that he failed to find that respondent hired Frank Solinko unconditionally.
21. In that he failed to find that Joseph E. Novak was discharged for good and proper cause.
22. In that he failed to find that Paul Bozurich was laid off solely for lack of work.
23. In that he failed to find that Mike Karabol was discharged solely for inefficiency.
- 2354 24. In that he failed to find that Nick Cummerick was discharged solely for inefficiency.

25. In that he failed to find that Harry Johnson was laid off solely for lack of work.

26. In that he failed to find that John Kalamarie was laid off solely for lack of work.

27. In that he failed to find that Stanley Balcauski was laid off solely for lack of work.

28. In that he failed to find that Independent Union of Craftsmen was not supported financially or otherwise, was not dominated in any manner and was not fostered by or interfered with in its formation by respondent.

29. In that he failed to find that respondent has not committed any of the unfair labor practices enumerated in section 8 of the National Labor Relations Act.

30. In that he failed to find that respondent has not violated any of the provisions of the National Labor Relations Act.

31. In that he failed to recommend that the proceedings against respondent be dismissed.

32. In that he failed to find that the National Labor Relations Board has no jurisdiction over respondent or over the subject matter of said complaint.

33. In that he prejudged the issues presented by the complaint and answer thereto and completely disregarded the evidence of respondent upon the merits of the controversy.

34. In that he was influenced by extraneous considerations in making his findings and reaching his conclusions.

35. In that the purported hearing failed to meet the rudimentary requirements of fair play.

36. In making said intermediate report dated May 9, 1938.

2355 37. In making his findings of fact dated May 9, 1938.

38. In making his conclusions dated May 9, 1938.

39. In making his recommendations dated May 9, 1938.

40. In stating that full opportunity to be heard, to cross-examine witnesses and to present evidence bearing upon the issues was afforded to the respondent (I. R. 3).

41. In stating that respondent was granted a reasonable period for oral argument, at the close of the hearing, and was afforded an opportunity to file briefs (I. R. 3).

42. In that the finding of the trial examiner that "Edward L. Berry, assistant general manager of respondent's 39th Street Plan in Chicago was quoted in relation to respondent's attitude towards unions as stating at about the time the initial discharges in this case occurred in 1936 that

'When outside persons tell you how to run your plant I'll get out of industry' " is not supported by and is contrary to the evidence (I. R. 4).

43. In that the finding of the trial examiner that "Berry reaffirmed this statement at the hearing" is not supported by and is contrary to the evidence (I. R. 4).

44. In that the finding of the trial examiner that "Berry testified in response to intervenor's cross-examination that he refuses to deal with 'outsiders'—will go out of business first—unions bring in strikes" is not supported by and is contrary to the evidence (I. R. 4).

45. In that the finding of the trial examiner that "Respondent's viewpoint in its relation to section 7 (a) of the National Industrial Recovery Act was predicated upon such phrases as set forth above" is not supported by and is contrary to the evidence (I. R. 4).

46. In that the finding of the trial examiner that 2356 "Respondent formed an employee representation plan and the record is replete with evidence of its organization and operation" is not supported by and is contrary to the evidence (I. R. 4).

47. In that the finding of the trial examiner that "The employees' representation board was a so-called company dominated union" is not supported by and is contrary to the evidence (I. R. 4).

48. In that the finding of the trial examiner that "The representation plan was not abandoned until April 19, 1937" is not supported by and is contrary to the evidence (I. R. 4).

49. In that the finding of the trial examiner that "The steps taken in connection with such abandonment are illuminating in relation to the substitute which was formed" is not supported by and is contrary to the evidence (I. R. 4).

50. In that the finding of the trial examiner that "George Lindey and two other supervisory employees determined to form an 'independent union'" is not supported by and is contrary to the evidence (I. R. 5).

51. In that the finding of the trial examiner that "The petition was circulated with unusual expedition throughout the plant on April 14, 1937" is not supported by and is contrary to the evidence (I. R. 5).

52. In that the finding of the trial examiner that "The Union's witnesses are equally insistent that it was done on company time, principally by foremen and supervisory employees who, in many cases, coupled their circularization with statements indicating the advisability of workers

'signing up to hold their jobs' " is not supported by and is contrary to the evidence (I. R. 5).

53. In that the finding of the trial examiner that
2357 "The practically complete denial by foremen and supervisory employees that they ever circularized petitions or lists or even saw them circulated in the plant when the record is replete that two labor organizations were competing to organize the plant, that at the time there was labor unrest and agitation generally, is unworthy of full credence" is not supported by and is contrary to the evidence (I. R. 5).

54. In that the finding of the trial examiner that "The admonition to supervisory employees not to interfere with union activities of employees off company time was generally applied shortly after the petitions were circulated and the 'independent' recognized by respondent" is not supported by and is contrary to the evidence (I. R. 6).

55. In that the finding of the trial examiner that "There is controverted testimony that foremen signed workers' names when the workers could not write, and that union members also signed with the independent" is not supported by and is contrary to the evidence (I. R. 6).

56. In that the finding of the trial examiner that "Lindsey contacted a lawyer who advised him to dissolve the old board and incorporate the independent union" is not supported by and is contrary to the evidence (I. R. 6).

57. In that the finding of the trial examiner that "On April 21, 1937, respondent recognized the group as the collective bargaining agency for its workers after checking the names on the petition or list by posting a 'statement of policy' on plant bulletin boards" is not supported by and is contrary to the evidence (I. R. 6).

58. In that the finding of the trial examiner that "Application forms for membership in the independent union of craftsmen were printed, circulated throughout the
2358 plant under the same circumstances as the petition or list and signed up" is not supported by and is contrary to the evidence (I. R. 6).

59. In that the finding of the trial examiner that "On April 22, 1937 a general meeting was called by invitation cards circulated through the plant to consider the proposed constitution of the independent union and its formation and organization" is not supported by and is contrary to the evidence (I. R. 7).

60. In that the finding of the trial examiner that "Paul Bozurich * * * testified clearly" is not supported by and is contrary to the evidence (I. R. 7).

61. In that the finding of the trial examiner that "At the meeting of April 22, 1937, workers testified that the union attorney explained the meaning of the Wagner Act; the part of the company could play under the Supreme Court decision and 'the method of financing under the guise of dues' " is not supported by and is contrary to the evidence (I. R. 7).

62. In that the finding of the trial examiner that "Bozurich and other witnesses however testified the attorney explained substantially that 'The Company cannot support you directly financially but other arrangements can be made' " is not supported by and is contrary to the evidence (I. R. 7).

63. In that the finding of the trial examiner that "the record shows that foremen, supervisory employees, wives of workers, and children and girl office workers were present" is not supported by and is contrary to the evidence (I. R. 7).

64. In that the finding of the trial examiner that "petitioner's witnesses testified that many present stood up in protest and that the meeting broke up in turmoil—being adjourned to May 4, 1937 (where admission was by 2359 membership card only) when a constitution and by-laws were adopted and acts of the 'Executive Committee' approved" is not supported by and is contrary to the evidence (I. R. 7).

65. In that the finding of the trial examiner that "In fact the 'independent' was then formed" is not supported by and is contrary to the evidence (I. R. 7).

66. In that the finding of the trial examiner that "during this period there was active solicitation of 'independent' memberships in the plant" is not supported by and is contrary to the evidence (I. R. 7).

67. In that the finding of the trial examiner that "it wasn't thrown at us" is not supported by and is contrary to the evidence (I. R. 8).

68. In that the finding of the trial examiner that "Ray Froeling . . . testified that there is very little distinction between the old board and the 'independent' union of which he was an officer" is not supported by and is contrary to the evidence (I. R. 8).

69. In that the finding of the trial examiner that "most of the employees who succeeded in accomplishing in a phenomenally short time that which others could not do after a year of effort were men of long service with respondent—from 15 to 30 years—and who occupied generally

supervisory positions over production workers" is not supported by and is contrary to the evidence (I. R. 8).

70. In that the finding of the trial examiner that "men who by habit looked in the direction of the respondent rather than down the long vista of trade unionism— . . . generally minor 'key men' in production to whom the production workers look for job security and to whom the respondent looks for efficient production" is not supported by and is contrary to the evidence (I. R. 8).

2360 71. In that the finding of the trial examiner that "the evidence shows the natural purpose reflected by the assistant general manager's attitude towards unions was accomplished through the independent union" is not supported by and is contrary to the evidence (I. R. 8).

72. In that the finding of the trial examiner that "Frank Lackhouse, an employee board member, was instructed by Ray Froeling to solicit 'independent' organization petitions about April 16, 1937, as an employee named Brooks has gotten permission from the management to solicit" is not supported by and is contrary to the evidence (I. R. 8).

73. In that the finding of the trial examiner that "Oleson, a foreman, took Lackhouse upstairs to the hub room and told him that the plant 'would be much better off with an inside union' " is not supported by and is contrary to the evidence (I. R. 9).

74. In that the finding of the trial examiner that "Lackhouse also testified that 'Splits' Siskauskis, machine foreman, said 'I'm sent around to sign up the fellows' " is not supported by and is contrary to the evidence (I. R. 9).

75. In that the findings of the trial examiner that "the foundry superintendent, Fred Skeats, was talking with Steel Inspector Kovatch, when Kovatch took Pete Solinko into the office to sign Solinko up for the 'inside' union and another Steel Inspector, identified as Kresge collected dues from Solinko on company time saying 'You are going to pay dues if you want to stay here' " are not supported by and are contrary to the evidence (I. R. 9).

76. In that the finding of the trial examiner that "On April 27, 1937, Bozurich quotes 'Splits' Bill Siskauskis, a machine foreman, in a noon hour discussion as saying
2361 that it would be very bad if the C. I. O. comes into the plant—the company would close down and there would be a lock-out" is not supported by and is contrary to the evidence (I. R. 9).

77. In that the finding of the trial examiner that "Ole-

son, a foreman, was quoted as saying that when John L. Lewis failed to appear at a C. I. O. mass meeting 'that shows he don't care for you fellows—all he wants is your money' " is not supported by and is contrary to the evidence (I. R. 9).

78. In that the finding of the trial examiner that "Fred Skeats is quoted by Bozurich as saying that sooner or later one of the unions will come in—A. F. of L., C. I. O., or 'Independent'—'I will have to deal with them, I'd rather fire those suckers in the south end, that is an order to me from my big boss' " is not supported by and is contrary to the evidence (I. R. 9).

79. In that the finding of the trial examiner that "On or about June 2, 1937, timekeeper Ericson insisted that Bozurich pay the 50 cents a month independent dues, saying 'All the company wants is to show the Government it has a majority—the company pays your wages, not the Labor Board' " is not supported by and is contrary to the evidence (I. R. 9).

80. In that the findings of the trial examiner that "Bench moulder Joe Thomas testified that 'Splits' Siskauksis signed his name to the independent organization petition and solicited him to sign up a membership card saying 'Sign up, maybe lose job' and Thomas refused and 'Splits' tried a second time, brought him into the office where Thomas again refused, but 'Splits' signed his name anyway" are not supported by and are contrary to the evidence (I. R. 9, 10).

81. In that the finding of the trial examiner that 2362 "Abbott immediately destroyed Causland's reports" is not supported by and is contrary to the evidence (I. R. 10).

82. In that the finding of the trial examiner that "Causland testified that Abbott instructed him to 'stop correspondence' about the time the Senate Subcommittee on Education and Labor disclosed publicly Causland's activities as an undercover operative" is not supported by and is contrary to the evidence (I. R. 10).

83. In that the finding of the trial examiner that "The committee report shows respondent paid \$5,438 from 1933 to 1936 for qualified labor espionage, industrial munitions, strikebreaking and plant protection, etc." is not supported by and is contrary to the evidence (I. R. 10).

84. In that the finding of the trial examiner that "The record shows Causland was paid amounts for 'expenses' in addition to respondent's assessments to the Association"

is not supported by and is contrary to the evidence (I. R. 10).

85. In that the finding of the trial examiner that "There is confusion as to whether the payments actually were for expenses or as compensation for services rendered" is not supported by and is contrary to the evidence (I. R. 10).

86. In that the finding of the trial examiner that "The evidence shows that the Association concerned itself with labor agitation and labor activity and that labor reports made up the greatest percentage of operatives' reports" is not supported by and is contrary to the evidence (I. R. 10, 11).

87. In that the finding of the trial examiner that "Whereas Causland admitted that he belonged to a machinists' union affiliated with the American Federation of Labor, the C. I. O. until they learned of his activities and now belongs to the Independent Union of Craftsmen" 2363 is not supported by and is contrary to the evidence (I. R. 11).

88. In that the finding of the trial examiner that "Abbott's testimony was of a broad, general character but he stated that secret operatives were discontinued by the association as a result of federal labor legislation" is not supported by and is contrary to the evidence (I. R. 11).

89. In that the finding of the trial examiner that "During the spring of 1937 when two rival labor organizations agitated in respondent's plant and one of them was company-dominated as found in this report nothing was more calculated to interfere with, restrain and coerce employees in the exercise of their right to self-organization, than such activity on the part of Causland" is not supported by and is contrary to the evidence (I. R. 11).

90. In that the findings of the trial examiner that "Twenty years' habit may not reasonably be expected to change over night—and Berry's evidence regarding union activities of the union's president was not direct but came to him from reports of others" are not supported by and are contrary to the evidence (I. R. 11).

91. In that the findings of the trial examiner that "Pete Solinko . . . testified that Stanley Staske, respondent's employment manager, asked Pete how strong the C. I. O. was and directed the witness to see John Kovatch while his son remained in the employment office and instead the witness went back to his job and in about ten minute Kovatch and another inspector came to him and asked him his 'check number' and Kovatch asked him to sign up for the 'inside union' but the witness replied that he already signed up

for the C. I. O. union" are not supported by and are contrary to the evidence (I. R. 11, 12).

2364 92. In that the findings of the trial examiner that "Kovatch is quoted as saying that the witness' son Frank was in the office and wants to know how the witness stood on the two unions; that 'you want to sign up right away and we need you fellows right away because the company wants to find out who it is going to keep on the job,' and the witness said, 'I ain't going to sign right away,' and the following day after talking with the foundry superintendent Kovatch took the witness into the office and signed him up for the independent union, according to the witness, and he testified 'I know for what I sign if I sign I want my job. I was four years on steady relief before—that same day he give him (the son) the job and put him to work,'" are not supported by and are contrary to the evidence (I. R. 12).

93. In that the findings of the trial examiner that "Occupational considerations were of secondary importance and the plan of seniority has actually not become effective" are not supported by and are contrary to the evidence (I. R. 12).

94. In that the finding of the trial examiner that "None of the workers were aware of this method of applying the rule and respondent's own witnesses were uncertain as to the application of the rule" is not supported by and is contrary to the evidence (I. R. 12).

95. In that the finding of the trial examiner that "The foundry superintendent explained this uncertainty" is not supported by and is contrary to the evidence (I. R. 12).

96. In that the finding of the trial examiner that "he introduced exhibits to show the way in which he applied it, but the classification of the employees on the sprocket floor is different on the two exhibits covering that department and illustrates the conditions under which the workers
2365 were discriminated against" is not supported by and is contrary to the evidence (I. R. 12).

97. In that the finding of the trial examiner that "The exhibits * * * while possibly reflecting the broad plan that respondent applied last fall, they were not permanent records at the time the discharges occurred" is not supported by and is contrary to the evidence (I. R. 12).

98. In that the finding of the trial examiner that "It is clear from the record that the rule as applied on the date of the discharges herein did not afford workers the protection it is intended to give and in consequence the dis-

criminatory character of the discharges in violation of the rule is supported by the testimony of the workers which is not refuted by the conflicting testimony of the respondent's witnesses" is not supported by and is contrary to the evidence (I. R. 13).

99. In that the finding of the trial examiner that "Novak joined the C. I. O. about a week after April 12, 1937, and his discharge though erroneous was an unfair labor practice" is not supported by and is contrary to the evidence (I. R. 13).

100. In that the finding of the trial examiner that "Novak was discharged by Berry, who is quoted as saying in Conroy's presence 'You are an organizer, and investigator of a union and spending more of your time on other things than your job'" is not supported by and is contrary to the evidence (I. R. 13).

101. In that the finding of the trial examiner that "Following mediation by the Regional Office Novak was rehired" is not supported by and is contrary to the evidence (I. R. 13).

102. In that the finding of the trial examiner that "Novak testified that Berry said 'Well, I'll give you your job on one condition only—do you think I want C. I. O. 2366 or any union solicitors or any union solicitation on street cars outside the plant?'" is not supported by and is contrary to the evidence (I. R. 13).

103. In that the finding of the trial examiner that "Novak said he wasn't doing anything of the sort, therefore, there was no reason to promise" is not supported by and is contrary to the evidence (I. R. 13).

104. In that the finding of the trial examiner that "Berry said 'You know how it is, I don't want any organizers'" is not supported by and is contrary to the evidence (I. R. 13).

105. In that the finding of the Trial Examiner that "The day before Novak went back to work he again talked with Berry along the same lines—strikes were talked of and Berry is quoted as saying 'Unions don't do any good—I want no unions to mar my place'" is not supported by and is contrary to the evidence (I. R. 13).

106. In that the finding of the trial examiner that "Novak testified 'I agree to your conditions and I promise not to organize'" is not supported by and is contrary to the evidence (I. R. 13).

107. In that the finding of the trial examiner that "Bozurich, an unusually intelligent witness, * * * was

discharged November 9, 1937, in violation of what the workers understood to be the seniority rule" is not supported by and is contrary to the evidence (I. R. 13).

108. In that the finding of the trial examiner that "There is no reasonable question of his efficiency" is not supported by and is contrary to the evidence (I. R. 13).

109. In that the finding of the trial examiner that "The evidence shows that he engaged in union activities but not on company time" is not supported by and is contrary to the evidence (I. R. 13).

110. In that the finding of the trial examiner that 2367 "At the second meeting of May 4th he sought admission as a plant employee but was barred as a non-member" is not supported by and is contrary to the evidence (I. R. 14).

111. In that the findings of the trial examiner that "On or about April 26, 1937, inspector Kovatch and timekeeper Ericson said to Bozurch 'Paul, there is your clock number, you had better sign if you know what is good for you' and the following day Kovatch came to him with an independent membership book which bore the notation 'Bozurch signed but refused to pay' and Kovatch said 'It's for your own good, better pay'" are not supported by and are contrary to the evidence (I. R. 14).

112. In that the finding of the trial examiner that "Julius Robinson . . . said 'they are to cut you fellows heads off—they want to pile it up on you'" is not supported by and is contrary to the evidence (I. R. 14).

113. In that the finding of the trial examiner that "The effect of the shift was as he claimed" is not supported by and is contrary to the evidence (I. R. 14).

114. In that the finding of the trial examiner that "When he was at the south end of the gray iron floor he was senior to eight or nine other moulders" is not supported by and is contrary to the evidence (I. R. 14).

115. In that the finding of the trial examiner that "When he was on the side floor these juniors were transferred to another department and when the witness was moved back to the gray iron floor he was the newest man in that department" is not supported by and is contrary to the evidence (I. R. 14).

116. In that the finding of the trial examiner that "The effect however was discriminatory" is not supported by and is contrary to the evidence (I. R. 14).

117. In that the finding of the trial examiner that 2368 "At the hearing it was pointed out to Salmons that the complaint is 'you were rehired on condition that you refrain from further labor union activity or membership in a labor organization' " is not supported by and is contrary to the evidence (I. R. 16).

118. In that the finding of the trial examiner—that "Sorenson was a good worker and lazy" is not supported by and is contrary to the evidence (I. R. 16).

119. In that the finding of the trial examiner that "The record shows that he had joined the C. I. O. about a month previously and his foreman is quoted as coupling his discharge with union activities" is not supported by and is contrary to the evidence (I. R. 16).

120. In that the finding of the trial examiner that "Although respondent has maintained time studies for twenty-eight years no records were introduced covering Karabol's efficiency during his long period of service, except one report covering the six weeks prior to Karabol's discharge" is not supported by and is contrary to the evidence (I. R. 17).

121. In that the finding of the trial examiner that "Karabol testified that he refused to sign up with the 'Independent' when solicited by George Belov, night foreman, about April 22, 1937," is not supported by and is contrary to the evidence (I. R. 17).

122. In that the finding of the trial examiner that "In the light of all the circumstances, the respondent's reason for this discharge is not supported" is not supported by and is contrary to the evidence (I. R. 17).

123. In that the finding of the trial examiner that "The time study introduced in evidence is subject to the same weakness is that in the Karabol case" is not supported by and is contrary to the evidence (I. R. 17).

124. In that the finding of the trial examiner that 2369 "He was used as a laborer largely; and put to work as a shipper shortly before his discharge" is not supported by and is contrary to the evidence (I. R. 17).

125. In that the finding of the trial examiner that "He claims that his night foreman Belov said that Cummerick was a good man" is not supported by and is contrary to the evidence (I. R. 17).

126. In that the finding of the trial examiner that "Pete Schuman, his foreman, told him when he was discharged that the seniority rules was based on date of hir-

ing rather than by department" is not supported by and is contrary to the evidence (I. R. 17).

127. In that the finding of the trial examiner that "Johnson was senior to three other workers when he was discharged" is not supported by and is contrary to the evidence (I. R. 17).

128. In that the finding of the trial examiner that "In view of the violation of the ordinary seniority rule and the competition between the two unions, his discharge under all the circumstances was discriminatory" is not supported by and is contrary to the evidence (I. R. 17).

129. In that the finding of the trial examiner that "Superintendent Skeates testified that the seniority rule was new and there was no need for its application until October 1937" is not supported by and is contrary to the evidence (I. R. 18).

130. In that the finding of the trial examiner that "It is clear that the method of its application is uncertain" is not supported by and is contrary to the evidence (I. R. 18).

131. In that the finding of the trial examiner that "Kalamarie stated that McKinney suggested the transfer and offered to permit Kalamarie to return to gas burning if he failed to make good on the electric burning job" is not supported by and is contrary to the evidence (I. R. 18).

132. In that the finding of the trial examiner that "Kalamarie would not take the new job if he would lose his seniority rights" is not supported by and is contrary to the evidence (I. R. 18).

133. In that the finding of the trial examiner that "Kalamarie was senior to three other workers who were retained after Kalamarie's discharge" is not supported by and is contrary to the evidence (I. R. 18).

134. In that the finding of the trial examiner that "In August 1937 a misunderstanding arose over an accounting mistake in Balcauski's pay envelope" is not supported by and is contrary to the evidence (I. R. 18).

135. In that the finding of the trial examiner that "He was senior to three other workers" is not supported by and is contrary to the evidence (I. R. 18).

136. In that the findings and conclusions of the trial examiner that "Joseph E. Novak was discharged by Edward L. Berry, an agent of the respondent, on December 21, 1936, for the reason that said Joseph E. Novak joined and assisted a labor organization known as Amalgamated

Association of Iron, Steel & Tin Workers of North America, and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection" are not supported by and are contrary to the evidence (I. R. 19).

137. In that the findings and conclusions of the trial examiner that "Paul Bozurich was discharged by Fred Skeats, an agent of the respondent, on November 9, 1937, and has since been refused employment by respondent for the reason that said Paul Bozurich joined and assisted a labor organization known as Amalgamated Association of Iron, Steel & Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection" are not supported by and are contrary to the evidence (I. R. 19).

138. In that the findings and conclusions of the trial examiner that "Mike Karabol was discharged by George Belov, an agent of the respondent on May 19, 1937, and has since been refused employment by respondent for the reason that said Mike Karabol joined and assisted a labor organization known as Amalgamated Association of Iron, Steel & Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection" are not supported by and are contrary to the evidence (I. R. 19).

139. In that the findings and conclusions of the trial examiner that "Nick Cummerick was discharged by George Belov, an agent of the respondent on May 19, 1937, and has since been refused employment by respondent for the reason that said Nick Cummerick joined and assisted a labor organization known as Amalgamated Association of Iron, Steel & Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection" are not supported by and are contrary to the evidence (I. R. 19).

140. In that the findings and conclusions of the trial examiner that "Harry Johnson was discharged by Pete Schwam an agent of the respondent on December 8, 1937, and has since been refused employment by respondent for the reason that said Harry Johnson joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in union activities for the purpose of collective bar-

gaining and other mutual aid and protection" are 2372 not supported by and are contrary to the evidence (I. R. 19).

141. In that the findings and conclusions of the trial examiner that John Kalamarie was discharged by Bill Morley, an agent of the respondent, on November 30, 1937, and has since been refused employment by respondent for the reason that said John Kalamarie joined and assisted a labor organization known as Amalgamated Association of Iron, Steel & Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection" are not supported by and are contrary to the evidence (I. R. 20).

142. In that the findings and conclusions of the trial examiner that "Stanley Balcauski was discharged by Fred Skeats, an agent of respondent, on November 17, 1937, and has since been refused employment by respondent for the reason that said Stanley Balcauski joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection" are not supported by and are contrary to the evidence (I. R. 20).

143. In that the trial examiner concludes "that Joseph E. Novak, Paul Bozarich, Mike Karabol, Nick Cummerick, Harry Johnson, John Kalamarie, Stanley Balcauski were discharged by respondent and since said discharges have been refused employment by respondent for the reason that they joined and assisted a labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America and engaged in concerted activities for the purpose of collective bargaining and other 2373 mutual aid and protection," whereas there is no substantial evidence to support such conclusions or any one or more of them (I. R. 19, 20).

144. In that the findings of the trial examiner that "By said discharges and refusals to employ said Paul Bozarich, Mike Karabol, Nick Cummerick, Harry Johnson, John Kalamarie and Stanley Balcauski respondent has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in section 7 of the National Labor Relations Act" are not supported by and are contrary to the evidence (I. R. 20).

145. In that the conclusions of the trial examiner that "By said discharges and refusals to employ Paul Bozarich, Mike Karabol, Nick Cummerick, Harry Johnson,

John Kalamarie and Stanley Balcauski respondent has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in section 7 of the National Labor Relations Act," are not supported by and are contrary to the findings and to the evidence (I. R. 20).

146. In that the findings of the trial examiner that "By said discharges and refusals to employ said Paul Bozurich, Mike Karabol, Nick Cummerick, Harry Johnson, John Kalamarie and Stanley Balcauski respondent has discouraged membership in the labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America" are not supported by and are contrary to the evidence (I. R. 20).

147. In that the conclusion of the trial examiner that "By said discharges and refusals to employ said Paul Bozurich, Mike Karabol, Nick Cummerick, Harry Johnson, John Kalamarie and Stanley Balcauski respondent has discouraged membership in the labor organization known as Amalgamated Association of Iron, Steel and Tin Workers of North America," is not supported by and is contrary to the findings and to the evidence (I. R. 20).

148. In that the finding of the trial examiner that "The activities of respondent set forth in section II above occurring in connection with the operations of the respondent set forth in section III have a close, intimate and substantial relation to trade, traffic and commerce among the several states and have led and tend to lead to labor disputes, burdening commerce and the free flow of commerce" is not supported by and is contrary to the evidence (I. R. 21).

149. In that the conclusion of the trial examiner that "The activities of respondent set forth in section II above occurring in connection with the operations of respondent set forth in section III have a close, intimate and substantial relation to trade, traffic and commerce among the several states and have led and tend to lead to labor disputes burdening commerce and the free flow of commerce," is not supported by and is contrary to the findings and the evidence (I. R. 21).

150. In that the trial examiner concludes that "Respondent by (a) fostering, dominating and interfering with the formation of the labor organization known as Independent Union of Craftsmen and by contributing financial and other support to it, and by (b) discharging Joseph E. Novak and discharging and refusing to reemploy Paul Bozurich, Mike Karabol, Nick Cummerick,

Harry Johnson, John Kalamarie and Stanley Balcauski and thus discouraging membership in the labor organization known as the Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge No. 1604, and by (c) interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in section 7 of the National Labor Relations Act as set forth in the above findings of fact has engaged in and is engaging in an unfair labor practice affecting commerce within the meaning of section 8, subdivisions (1), (2) and (3) and section 2, subdivisions (6) and (7) of the National Labor Relations Act," whereas there is no substantial evidence to sustain said conclusions or any one or more of them (I. R. 21).

151. In that the trial examiner recommends that "Respondent cease and desist from interfering with, restraining or coercing its employees in the exercise of the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection" where as there is no substantial evidence and no accurate findings of fact to sustain said recommendations (I. R. 21, 22).

152. In that the trial examiner recommends that "Respondent cease and desist from discouraging membership in any labor organization by discrimination in regard to hire or tenure of employment or any term or condition of employment; dominating or interfering with the formation or administration of Independent Union of Craftsmen or any other labor organization; and from contributing financial or other support to the said Independent Union of Craftsmen or any other labor organization; or from engaging or causing to be engaged, directly or indirectly, any person for labor espionage" whereas there is no substantial evidence and no accurate findings of fact to sustain said recommendation (I. R. 22).

153. In that the trial examiner affirmatively recommends that "(a) upon application offered to Paul Bozurich, Nick Cummerick, Mike Karabol, Harry Johnson, John Kalamarie and Stanley Balcauski, immediate and full reinstatement to their former position without prejudice to their seniority or other rights and privileges, dismissing, if necessary, such employees as respondent has hired since their respective discharges," whereas there

is no substantial evidence and no accurate findings of fact to sustain said recommendation (I. R. 22).

154. In that the trial examiner affirmatively recommends "(b) Make whole said employees, including Joseph E. Novak, heretofore rehired, who were discharged, for any losses they may have suffered by payment to each of them respectively, of a sum equal to that which each of them would normally have earned as wages during the period from the date of any such discharges to the date of offer of reinstatement, less any amount earned by each of them, respectively, during such period," whereas there is no substantial evidence and no accurate findings of fact to sustain said recommendation (I. R. 22).

155. In that the trial examiner affirmatively recommends that respondent "withdraw all recognition from Independent Union of Craftsmen and completely disestablish all relations with the Independent Union of Craftsmen," whereas there is no substantial evidence and no accurate findings of fact to sustain said recommendation (I. R. 22, 23).

156. In that the trial examiner affirmatively recommends that respondent "post immediately notices in conspicuous places at the 39th Street Plant where they will be observed by respondent's employees stating (1) that the respondent will cease and desist in the manner aforesaid, (2) that the respondent's employees are free to join or assist any labor organization, (3) that the respondent has withdrawn all recognition from the Independent Union of Craftsmen, and has disestablished all relations with said union, (4) that respondent will not discriminate

against members of any labor organization of its employees, or any person assisting such organization, by reason of such membership or assistance, and (5) maintain said notices for a period of sixty (60) consecutive days from the date of posting," whereas there is no substantial evidence and no accurate findings of fact to sustain said recommendation (I. R. 23).

157. In that the conclusions and recommendations of the trial examiner and each of said conclusions and recommendations are indefinite, uncertain and vague.

158. In that the trial examiner, over the objections of respondent, admitted and considered evidence which was incompetent, irrelevant and entitled to no probative force.

159. In that the trial examiner's findings of fact are not supported by any substantial, competent evidence.

160. In that the conclusions of the trial examiner are not

supported by his findings or by any substantial, competent evidence.

161. In that the recommendations of the trial examiner are not supported by his findings of fact.

162. In that the recommendations of the trial examiner are not supported by any substantial evidence.

163. In that the conclusions of the trial examiner are erroneous and contrary to law and are not supported by any substantial, competent evidence.

164. In that the findings and recommendations of the trial examiner are not supported by and are contrary to the evidence.

165. In that the recommendations of the trial examiner are contrary to law.

166. In that neither the trial examiner nor the National Labor Relations Board has any jurisdiction over the Link-Belt Company or the subject matter of said complaint and the trial examiner has no jurisdiction to make said findings, conclusions and recommendations.

2378

Section B.

Exceptions to the Record.

Link-Belt Company, respondent herein, excepts to the record herein on the following grounds:

1. In that the trial examiner made the following rulings during the course of the hearing which were adverse and prejudicial to the respondent and its defense:

Motion of respondent for bill of particulars (R. 8-11), denied (R. 12).

Objection of respondent (R. 85), overruled (R. 85).

Objection of respondent (R. 100), overruled (R. 101).

Objection of respondent (R. 102), overruled (R. 102).

Motion of respondent to strike answer of witness (R. 103), denied (R. 103).

Objection of respondent (R. 210), overruled (R. 210).

Objection of respondent (R. 211), overruled (R. 211).

Objection of respondent (R. 212), overruled (R. 212).

Objection of respondent (R. 213), not ruled upon by trial examiner.

Motion of respondent for subpoenas for Louis J. Disser and L. W. Beman (R. 225), denied (R. 226).

Objection of Board (R. 305), sustained (R. 305).

Objection of Board (R. 340), sustained (R. 340).

Objection of respondent (R. 375), overruled (R. 376).

2379 Objection of respondent (R. 378), overruled (R. 379).

Objection of respondent (R. 379), overruled (R. 379).

Objection of respondent (R. 379), overruled (R. 379).

Objection of respondent (R. 380), not ruled upon by trial examiner.

Motion of respondent to strike answers of witness (R. 381-382), not ruled upon by trial examiner.

Motion of respondent to strike answer of witness (R. 382), overruled (R. 382).

Motion of respondent to strike testimony (R. 417), denied (R. 417).

Motion of respondent to strike testimony (R. 432), denied (R. 432).

Motion of respondent to strike testimony (R. 447), denied (R. 447).

Objection of respondent (R. 454), denied (R. 454).

Motion of respondent to strike testimony (R. 466), denied (R. 466).

Objection of respondent (R. 569), overruled (R. 569).

Objection of respondent (R. 616), overruled (R. 617).

Objection of Board (R. 627), sustained (R. 627).

Objection of Board (R. 630), sustained (R. 633, 634, 635, 636).

Objection of Board (R. 641), sustained (R. 642).

Objection of respondent (R. 838), overruled (R. 838).

Objection of respondent (R. 842), overruled (R. 843).

Objection of respondent (R. 849), overruled (R. 850).

2380 Objection of respondent (R. 852), overruled (R. 852).

Objection of respondent (R. 865), overruled (R. 865).

Objection of respondent (R. 866), overruled (R. 866).

Objection interposed by trial examiner limiting cross-examination (R. 875-876).

Objection of respondent (R. 895), overruled (R. 895).

Objection of respondent (R. 896), overruled (R. 896).

Motion of respondent to strike testimony (R. 946), denied (R. 946).

Objection interposed by trial examiner limiting scope of respondent's cross-examination (R. 947-948).

Request of respondent for trial examiner to require witness to answer questions (R. 1013-1014), denied (R. 1014).

Motion of Board to amend complaint (R. 1050), granted (R. 1050-1051).

Motion of respondent to dismiss complaint and each and every paragraph thereof (R. 1052-1055), not ruled upon by trial examiner. Denied (R. 2049).

Motions of respondent to strike testimony (R. 1053-

1054), not ruled upon by trial examiner. Denied (R. 2049).

Objection of respondent (R. 1158), overruled (R. 1158).

Objection of Board (R. 1524), sustained (R. 1524).

Objection of Board (R. 1775), sustained (R. 1776).

Offer of proof by respondent (R. 1777-1780), denied (R. 1781).

Objection of Board (R. 1848), sustained (R. 1849).

2381 Objection of respondent (R. 1921), overruled (R. 1922).

Request of respondent for trial examiner to require witness to answer questions (R. 1976), denied (R. 1976).

Motion of respondent that respondent be dismissed from complaint and each and every paragraph thereof (R. 2049-2050), denied (R. 2050).

2. In that the trial examiner without warrant interrupted and obstructed the examination and cross-examination of witnesses by respondent's counsel, thereby preventing orderly, coherent and effective testimony and preventing the solicitation of facts which would support respondent's defense, as evidenced at the following pages of the record:

133-4, 163-4; 228; 260-8; 296, 301, 303, 395, 626; 629, 630; 634-6, 640; 646; 699-728; 744; 746; 764-67; 768-771; 826; 875-76; 884-85; 938-941, 980; 986-8; 990; 994; 1003-14; 1285; 1339; 1466-1469; 1473-4; 1680-1; 1776, 1787-9; 1792-3; 1976, 1980-2; 1986-90, 1996, 2002-4.

3. In that during the course of the purported hearing the trial examiner improperly and without warrant coached, aided and assistant counsel for the Board to the prejudice of the respondent, as evidenced at the following pages of the record:

4; 71; 103; 210; 211; 212; 228; 243-50; 296; 303; 323; 380-1; 567; 593-98; 599; 601-6; 633; 635; 636; 640; 744; 798; 841; 855-7; 863-4; 947; 1506-1509; 1514-15; 1866-67; 2021; 2030-36.

4. In that said proceedings before the trial examiner were held and conducted in an arbitrary and unfair manner and without due process of law, and are therefore null and void and of no effect.

2382 5. In that because of each and every of the foregoing reasons respondent was denied the right to give testimony in its defense as provided in section 10(d) of the National Labor Relations Act.

6. In that because of each and every of the foregoing reasons respondent was denied a fair and impartial hearing, contrary to law.

Wherefore, respondent, Link-Belt Company, respectfully requests:

(1) That said intermediate report of Hugh C. McCarthy, dated May 9, 1938, be vacated and set aside and held for naught, and that the complaint herein be dismissed;

(2) That respondent may be permitted to argue its exceptions to the record and to the intermediate report orally;

(3) That respondent may be permitted to file its brief in support of its exceptions within sixty (60) days from the date of filing its exceptions.

Respectfully submitted,

Link-Belt Company,

By Pope & Ballard,

120 South La Salle Street,

Chicago, Illinois,

Its Attorneys.

Herbert Pope,

E. S. Ballard,

Henry E. Seyfarth,

William F. Price,

Of Counsel.

Dated May 20, 1938.

2383 BEFORE THE NATIONAL LABOR RELATIONS BOARD,

* * (Caption—C-607) * *

**STATEMENT OF EXCEPTIONS BY INDEPENDENT
UNION OF CRAFTSMEN TO INTERMEDIATE
REPORT OF TRIAL EXAMINER.**

Now comes the Independent Union of Craftsmen, intervenor, and excepts to the Intermediate Report of the Trial Examiner as follows:

1. Intervenor excepts to every finding of fact in that said findings are not supported by competent, material and relevant evidence.

2. Intervenor excepts to every conclusion of law in that they are not supported by relevant, competent and material evidence of unfair labor practices.

3. Intervenor excepts to every conclusion and recommendation in that they are not in accordance with the law and the facts and are unreasonable, arbitrary and capricious.

4. Intervenor excepts to the admission of incompetent, irrelevant and immaterial evidence over the objection of the intervenor and to the exclusion of competent, relevant and material testimony over the objection of the intervenor.

5. Intervenor excepts to the Report in that it exceeds the Board's statutory and constitutional authority among other ways in that the Board has no authority under the Statute and Constitution to disestablish the intervenor but can only cause the respondent to cease and desist from unfair labor practices.

6. Intervenor excepts to the entire Report for the further reason that the Act does not specify what labor union the employees must join, but leaves them free to form and join a labor union of their own choosing. This permits them to form and join an independent union, that is, independent from the Management and from other labor organizations. The effect of this Report is to emasculate the plain language of the Act and to construe it in effect as follows: Employees are free to join the CIO and the A. F. of L. only.

7. Intervenor excepts to the unfair method of trial in this case among other ways in that the attorney for the Board represented the CIO without expense to the CIO, whereas the intervenor was forced to employ a lawyer and because it is unable to buy a copy of the Record the CIO is placed at a great advantage as of course the attorney for the Board receives a copy at government expense.

8. Intervenor excepts to the unfair nature of the proceedings herein in that the CIO is represented by the government, the case is tried by the government and a decision will be made by the government.

9. Intervenor excepts to the entire proceedings herein as they purport to be a judicial proceedings, whereas in fact they partake of none of the substance of a judicial proceedings as the complaint is filed by, the CIO represented by, the case tried before and the case decided by representatives of the same Board who are all on the United States government payroll and charged with much administrative and some legislative functions.

10. Intervenor excepts to the Report at near the top of page three (3) where it is stated that intervenor's motion to strike evidence relating to petitioner's majority membership was denied at the close of the hearing, in that it should also have stated that the Trial Examiner

stated at the time the motion was denied that he would pay no attention whatever to this evidence.

2385 11. Intervenor further excepts to the finding near the top of page three (3) that full opportunity to be heard, to cross-examine witnesses and to produce evidence bearing upon the issues was afforded, as, on the contrary, the Trial Examiner sought in every way possible to limit the intervenor's right to be heard, to cross-examine witnesses and to produce evidence.

12. Intervenor excepts to the statements near the top of page 3 that the parties were granted a reasonable period for oral argument at the close of the hearing and were afforded an opportunity to file briefs, in that these are exactly contrary to the fact.

13. Intervenor excepts to the predication of that portion of the Report dealing with "Company dominated Union" commencing on page four (4) on a misquotation of E. L. Berry, Assistant General Manager at the Thirty-Ninth Street Plant. This intervenor has no control over supervisory officers of respondent and should not be charged with statements by them, even assuming they are true.

14. Intervenor excepts to the Report in that the Trial Examiner obviously conducted the hearing solely for the purpose of obtaining "evidence" to sustain the complaint. This is borne out by his discussion of the evidence. He assumed the CIO's Board's testimony to be correct in practically every instance and thereafter in order to preserve a semblance of fairness indicates that this testimony was denied by respondent's or intervenor's witnesses. However, he gives no weight whatever to such denials.

Thus his discussion of Linde's testimony of "financing the Union under the guise of dues" appearing among other places on page 7. The Examiner hastens to state that Linde explained that he misused the word "guise." The Examiner also quotes Bozurich and "other witnesses" to the effect that they testified that the attorney explained that "the Company cannot support you directly financially but other arrangements can be made." He then hastens to state that Linde testified that "dues are the only source of revenue." He completely ignored the many witnesses called by the intervenor who testified to what the attorney stated to the members, namely, that the Company could not support the Union in any way and that the Union has taken in dues

over \$3,300.00 in the short time between its organization and the hearing, and that it had paid all of its bills out of its dues, including approximately \$1,000.00 attorney's fees.

The attitude of the Trial Examiner is shown by the clause on page eight (8) "men who by habit looked in the direction of respondent rather than down the long vista of trade-unionism." Obviously the Trial Examiner was swept away by his desire to help the CIO, as he overlooked the very important fact that not until the spring of 1937 was there any general attempt made to organize common labor, and obviously very few employees in the Link-Belt Thirty-Ninth Street Plant could "look down the long vista of trade-unionism." As a matter of fact the evidence shows that a number of the important officers of the intervenor belonged to the A. F. of L. at one time.

The Trial Examiner was also obviously swept away by his desire to help the CIO by his misstatement of the facts that the intervenor was organized by "men who occupied generally supervisory positions." This is not a fact and if the evidence is not clear the intervenor asks that the case be re-referred for the purpose of clearing up this point.

15. Intervenor excepts to the confusion in the Report between the Thirty-Ninth Street local and the Caldwell-Moore local. The complaint makes no reference whatever to the Caldwell-Moore local. There were nothing in the testimony concerning the Caldwell-Moore local. Obviously no order can be made concerning that local. And yet the Examiner's Report requires the respondent to "withdraw all recognition from the Independent Union of Craftsmen and to completely disestablish all relations with the Independent Union of Craftsmen." If we assume for the sake or argument that the Board has power to make such an order, obviously it must be confined to the Thirty-2387 Ninth Street Plant local.

16. Intervenor excepts to the apparent misunderstanding and misapplication of the Act in that the Trial Examiner totally failed to note the most important point in the case, namely, that the intervenor has fully represented the best interests of the employees in every respect. The Trial Examiner failed to find this as a fact but, on the contrary, completely ignored the matter. Apparently he was so anxious to have the employees represented by the CIO that he was willing to recommend a

change in representation regardless of whether it would be beneficial to the employees or detrimental to them.

The Intervenor requests that it be given its right of oral argument before the Board.

Independent Union of Craftsmen
on behalf of Local Lodge No. 1,
Thirty-Ninth Street Plant.

By John Litster,

*President, Independent Union of
Craftsmen and on behalf of
Local Lodge No. 1, of Thirty-
Ninth Street Plant.*

Benjamin Wham,

Wham & O'Brien,

*Attorneys for Independent Union
of Craftsmen, Local Lodge No.
1 thereof.*

2389 BEFORE THE NATIONAL LABOR RELATIONS BOARD.

* * (Caption—C-607) * *

To the Honorable, The National Labor Relations Board:

Now comes Lodge 1604 Amalgamated Association of Iron, Steel & Tin Workers of North America, by its duly authorized agent, and respectfully represents to this Honorable Board that the conclusion and recommendation of the Trial Examiner in the above matter is erroneous in so far as it reads "It is further recommended that the complaint be dismissed as to Louis Salmons," for the reason that:

(1) There is no real evidence in the record showing that said Louis Salmons engaged in union activities to such an extent that it interfered with the performance of the duties of himself or any other employees in the plant;

(2) There is no evidence in the record that there has been any complaint made about the performance of his duties, or any interference with such performance on account of union activities;

(3) There is no evidence in the record that there was any rule of the company against soliciting membership on the company premises;

(4) There is evidence in the record that employees who solicited membership in the Independent Union of Craftsmen on company time were not discriminated against or laid off;

Notice of Hearing.

1517

(5) There is a preponderance of evidence in the record that other employees solicited membership in Independent Union of Craftsmen on company time and no measures were taken against them in punishment;

(6) There is evidence in the record to show that the company issued instructions to all employees to stop solicitation of membership only after the Independent Union of Craftsmen had secured the signatures of over 700 of the employees, the greater part of which signatures were secured on company time.

(7) The record shows that Louis Salmons was penalized by the company for doing things which did not interfere with his efficiency or the efficiency of other employees, and that other employees were permitted to do the same acts without being penalized.

Wherefore your petitioner excepts to the conclusions and recommendation of the Trial Examiner with regard to the said Louis Salmons.

Dated at Chicago, Illinois, May 24th, 1938.

Lodge 1604 Amalgamated Association of Iron, Steel and Tin Workers of North America,

By John J. Brownlee,

John J. Brownlee,

Representative,

1910 Engineering Building,
Chicago, Illinois.

2390

NATIONAL LABOR RELATIONS BOARD.

• • (Caption—C-607) • •

NOTICE OF HEARING.

Please Take Notice that pursuant to authority vested in the National Labor Relations Board under an Act of Congress (49 Stat. 449) a hearing will be held before the National Labor Relations Board on Tuesday, December 20, 1938 at 10:00 a. m. in Room 326, Shoreham Building, Fifteenth and H. Streets, N. W., Washington, D. C., for the purpose of oral argument in the above entitled matter. Argument will be limited to one-half hour for each party, and you are hereby advised that in view of the Board's docket no request for additional time made at the hearing, will be granted.

1518

Letter.

You may appear and be heard if you so desire.

Dated, Washington, D. C., November 19, 1938.

Nathan Witt,
Nathan Witt,
Secretary.

(Seal)

2391

(Cut)

NATIONAL LABOR RELATIONS BOARD

Washington, D. C.

J. Warren Madden
Chairman

Edwin S. Smith
Donald Wakefield Smith

November 21, 1938

Messrs. Pope & Ballard
120 South LaSalle Street
Chicago, Illinois

Re: Link Belt Co.
Case No. C-607

Gentlemen:

Enclosed herewith is a copy of the Board's Notice of Hearing in the above-named case.

This is to advise you that you have been granted until December 19, 1938, for filing your brief in the above-entitled matter. This privilege is granted to all parties in the proceeding.

Very truly yours,
Nathan Witt,
Secretary.

Copy to all parties registered mail.

2392 BEFORE THE NATIONAL LABOR RELATIONS BOARD.
• • (Caption—C-607) • •

Entered
Dec. 20,
1938.

Room 442
Shoreham Building
Washington, D. C.

A hearing was held in the above matter for the purpose of Oral Argument at the above place on December 20, 1938 at 10:00 A. M.

Before:

J. Warren Madden, Chairman.
Edwin S. Smith, Member.
Donald Wakefield Smith, Member.

Appearances:

Robert Condon, of Counsel to the Board.

For the Company: Henry E. Seyfarth, 120 S. La Salle Street, Chicago, Illinois; W. C. Carter, 307 N. Michigan Avenue, Chicago, Illinois.

For the Union:

For the Intervenor: Benjamin Wham, 231 S. La Salle Street, Chicago, Illinois.

2393 UNITED STATES OF AMERICA.

Filed
May 12,
1939.

BEFORE THE NATIONAL LABOR RELATIONS BOARD.

In the Matter of Link Belt Company and Lodge 1604 of Amalgamated Association of Iron Steel and Tin Workers of North America, through the Steel Workers Organizing Committee affiliated with the Committee for Industrial Organization.

Case No. C-607.—May 12, 1939.

Metal Products Manufacturing Industry—Jurisdiction: equitable principle of laches, effect upon—Interference, Restraint, and Coercion: espionage; employer utilized through the National Metal Trades Association an employee as a labor spy—Company-Dominated Union: solicitation of employees during working hours on company property with consent of supervisors; favoritism and acts of interference

by supervisors; solicitation of members by supervisors; recognition granted shortly after company disbanded illegal employee representation plan; identity of employee leadership in company-dominated union and employee representation plan; hostility to union not company-dominated; immediate granting by employer of bulletin board privileges; disestablished as agency for collective bargaining—Discrimination: discharges for union membership and activity to discourage membership in union; hiring of one employee conditioned to encourage membership in company-dominated union; charges of, dismissed as to four employees—Reinstatement Ordered: discharged employees—Back Pay: awarded: from date of discrimination to date of reinstatement or offer of reinstatement; earnings as musician not deducted from net earnings of one employee on showing he had this independent source of income prior to discharge; monies received by employees for work performed upon Federal, State, county, municipal, or work relief to be deducted and paid over to agency which supplied funds for such projects—Order: employees non-discriminatorily laid off not to be discriminated against when rehiring is possible.

Mr. Stephen M. Reynolds, for the Board.

Pope & Ballard, by Mr. Edward W. Ford, Mr. William F. Price, Mr. Henry E. Seyfarth, and Mr. W. C. Carter, of Chicago, Ill., for the respondent.

Mr. Benjamin Wham and Mr. Forrest A. King, of Chicago, Ill., for the Independent.

Mr. Robert L. Condon, of counsel to the Board.

DECISION AND ORDER.

Statement of the Case.

Upon charges duly filed May 25, 1937, and amended charges duly filed September 7, 1937, by Lodge 1604 2394 of Amalgamated Association of Iron, Steel and Tin Workers of North America, herein called the Amalgamated, through the Steel Workers Organizing Committee, affiliated with the Committee for Industrial Organization, herein called the S. W. O. C., the National Labor Relations Board, herein called the Board, by the Regional Director for the Thirteenth Region (Chicago, Illinois), issued its complaint, dated March 4, 1938, against Link Belt Company, an Illinois corporation, herein called the respondent,

alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 9 Stat. 449, herein called the Act. Copies of the complaint, accompanied by notice of hearing, were duly served upon the respondent, the Amalgamated, and Independent Union of Craftsmen, herein called the Independent, a labor organization named in the complaint as being and having been dominated, interfered with, and supported by the respondent.

With respect to the unfair labor practices, the complaint, as amended, alleges in substance that the respondent (a) on or about April 19, 1937, instigated the formation of the Independent, dominated, interfered with, and contributed support to it, and on April 21, 1937, recognized it as the sole bargaining agent for all the employees in the plant; (b) at various times between September 21, 1936, and December 8, 1937, discouraged membership in the Amalgamated by discriminating in regard to hire and tenure of employment and terms and conditions of employment of 11 named employees; (c) during December 1936, and January, 1937, discouraged membership in the Amalgamated, by imposing discriminatory conditions upon the reinstatement of 2 such employees, theretofore discriminatorily discharged; (d) continuously, from prior to March 1933 until the date of the complaint, utilized espionage in relation to union affiliation and activities of its employees; and (e) by the foregoing acts interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

The answer of the respondent denies the material allegations of the complaint, except that it admits that the respondent recognized the Independent as the sole bargaining agent for its employees. The answer affirmatively alleges that the discharges of three employees, named in the complaint, have been investigated by the Board and settled by it and the respondent, and that the Amalgamated and the individuals named in the complaint are guilty of laches in that an unreasonable length of time has elapsed between the alleged acts of the respondent and the issuance of the complaint.

Pursuant to notice of hearing duly issued and served upon the respondent, the Independent, and the S. W. O. C., 2395 a hearing was held in Chicago, Illinois, from March 14 to March 23, 1938, before Hugh C. McCarthy, the Trial Examiner duly designated by the Board. On the first

day of the hearing, the Independent filed a motion to intervene and participate in the hearing. This motion was granted by the Trial Examiner, but participation was limited to those matters which directly or indirectly affected the interests of the Independent. The Board, the respondent, and the Independent were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties, subject, in the case of the Independent, to the reservation previously noted.

At the beginning of the hearing, the respondent moved that portions of the complaint be stricken or, in the alternative, that the respondent be furnished a bill of particulars. At the close of the Board's case, the respondent moved to dismiss the complaint as a whole and each and every paragraph thereof, and further that all the testimony theretofore adduced be stricken. These motions were denied by the Trial Examiner. The Trial Examiner granted the motion of the Board, made at the close of its case, to amend the complaint to conform to the proof. The Trial Examiner made numerous other rulings on motions and on objections to the admission of evidence. The Board has reviewed the rulings of the Trial Examiner and, except as hereinafter indicated, finds that no prejudicial errors were committed. The rulings, with the one exception noted below, are hereby affirmed. The Board finds no merit in the contention that this proceeding is barred by laches.¹

On May 9, 1938, the Trial Examiner filed his Intermediate Report, a copy of which was duly served on all the parties, finding that the respondent had engaged in, and was engaging in, unfair labor practices, within the meaning of Section 8 (1), (2), and (3), and Section 2 (6) and (7) of the Act, and recommending that the respondent cease and desist therefrom and take certain affirmative action to remedy the situation brought about by the unfair labor practices.

On May 18, 1938, the Amalgamated requested an extension of time in which to file exceptions to the Intermediate Report, which was granted by the Board. Thereafter, the respondent, the Amalgamated and the Independent filed exceptions to the Intermediate Report. The respondent also filed a brief in support of its exceptions, which has been duly considered. Pursuant to notice served on all the parties, oral argument was held before the Board at Wash-

¹ See *Matter of Colorado Milling & Elevator Company and Denver Trades and Labor Assembly*, 11 N. L. R. B., No. 16.

ington, D. C., on December 20, 1938. The respondent and the Independent appeared by counsel and participated 2396 in the argument. The Board has reviewed the exceptions to the Intermediate Report and, in so far as they are inconsistent with the findings, conclusions, and order set forth below, finds them to be without merit.

Upon the entire record in the case, the Board makes the following:

Findings of Fact.

I. The Business of the Respondent.

Link Belt Company is an Illinois corporation, which owns and operates directly seven plants: The 39th Street plant² and Caldwell-Moore plant in Chicago, Illinois; two plants in Philadelphia, Pennsylvania; one in Atlanta, Georgia; and two in Indianapolis, Indiana. Subsidiaries of the respondent operate four other plants. It maintains warehouses in seven metropolitan centers and has 28 sales offices scattered throughout the United States and Canada. This proceeding is directly concerned solely with the 39th Street plant, Chicago, Illinois, which employs between 750 and 1200 persons.

The 39th Street plant engages in complete steel and iron foundry operations in the production of cranes, shovels, draglines, mining conveyors, dumps, washers and driers, handling and preparation equipment for factories and foundries, mine tipples, and miscellaneous other steel construction. The raw materials used at the 39th Street plant consist principally of pig iron and scrap iron, and approximately 90 per cent of all raw materials used in this plant are brought to it from outside the State of Illinois. The plant under normal conditions has an average monthly tonnage production of 1,100 tons. Eighty per cent of its finished products are shipped to purchasers outside the State of Illinois.

II. The Organizations Involved.

Amalgamated Association of Iron, Steel and Tin Workers of North America, Lodge 1604, is a labor organization, affiliated with Steel Workers Organizing Committee, and through it with the Committee for Industrial Organization. Although it admits to membership certain of the production and maintenance employees of the respondent, the record

²Also referred to as the Pershing Road plant.

does not disclose the eligibility requirements of the Amalgamated.

Independent Union of Craftsmen is an incorporated labor organization whose membership is confined to employees of the respondent. It has chartered Local No. 1 at the 39th Street plant and Local No. 2 at the Caldwell-Moore plant, both in Chicago, Illinois, and it is not affiliated with any other labor organization.

III. The Unfair Labor Practices.

A. Backgrounds of the unfair labor practices.

There was no labor organization among employees of the respondent until after the passage of the National Industrial Recovery Act. Then the respondent, in purported compliance with that Act, established at the 39th Street plant an employees' representation plan, herein called the Plan, as an instrument through which the employees might deal with it. The Plan had as its sole functioning body an employees' board of seven employee representatives. This board met at least once a month with a management's representative and occasionally with the president of the respondent, and various matters pertaining to working conditions were discussed. Some minor grievances were adjusted, but on the whole the board was ineffectual. For example, the board was unable to induce the management's representative to take any action on such questions as wage increases or reduction of hours of work. The greatest concession that the board was able to obtain was to have an announcement made to it first whenever the respondent itself decided to grant wage increases.

There was no procedure under the Plan for a general meeting of all employees, and when one of the representatives, Louis Salmons, suggested such a general meeting at the first session of the board, he was voted down by the other board members. Further light is shed on the character of the board as a representative of the employees by the fact that two of the seven original board members were foremen.

All expenses of the Plan were borne by the respondent. It furnished ballots and ballot boxes, and elections of board members were held on the company's premises. There is no doubt that the Plan constitutes an employer-dominated labor organization within the meaning of the National Labor Relations Act,² and at the hearing the respondent so

² *National Labor Relations Board v. Pennsylvania Greyhound Lines*, 308 U. S. 261 (1938).

conceded. Despite its patent illegality, however, the respondent, ill-advised by counsel, maintained the Plan, until April 19, 1937, when it was abruptly discarded under circumstances to be discussed below.

It is evident from what has been set forth that the employees' representative board was ineffective as a representative of the respondent's employees. It did, however, provide a sounding board through which the respondent expressed its hostile views toward outside labor organizations; furthermore, the Plan itself had the inevitable effect of hampering self-organization of the respondent's employees. The record reveals that on one occasion in 2398 the summer of 1936 the subject of outside labor organizations came up at a meeting of the employees' board, and the management representative, E. L. Berry, expressed himself freely on the subject, revealing his bias against such organizations, stating to the representatives that he would quit "in the event outside people came into our plant and told us how to run the plant." There can be no doubt that such statements, although made before the Amalgamated had started to organize at the 39th Street plant, intimidated the employees who heard them or to whom they may have been repeated, in that they served as a clear warning of the respondent's attitude should an outside union appear on the scene. Berry, when asked to explain his statements at the hearing, did not deny making them, but stated that he did not have the Amalgamated or the S. W. O. C. in mind, and that the respondent would deal with the Amalgamated if it were certified by the Board and if it adopted a "reasonable attitude." We are convinced, however, that Berry forcibly impressed upon the employees' board the respondent's anti-union sentiments; for, as was admitted at the hearing, the respondent felt in no way inhibited by the Act until after April 12, 1937, when its constitutionality was upheld by the Supreme Court of the United States.

B. Interference with, and domination and support of, The Independent Union of Craftsmen.

The respondent's attempt through the medium of the Plan to deflect and frustrate its employees' impulse towards self-organization was not entirely successful. A substantial number of employees joined the Amalgamated during the period from September 1936 to April 1937. Whatever success the Amalgamated achieved was due largely to the

efforts of Louis Salmons, a former employee board member, who had become dissatisfied with the Plan. Salmons was immediately discharged when his activities came to the attention of the respondent, under circumstances, to be discussed below, which indicate a violation of the Act. The treatment of Salmons was in sharp contrast to the attitude displayed by the respondent toward the originators of The Independent Union of Craftsmen.

The Independent was a direct response to the decisions upholding the constitutionality of the Act. Shortly prior to these Supreme Court decisions, a group of the respondent's employees who were opposed to the Amalgamated began to discuss the formation of an inside union. Prominent in the group were Linde, Brucks, Litster, Rosenbaum, and Froling. Brucks, Litster, and Froling were representatives under the Plan, the latter being the last chairman of the employees' board of representatives, and, as will be 2399 hereafter indicated, the Plan representatives, without exception, were active in establishing the Independent.

The organizers of the Independent evidently did not relish the rights of self-organization which are guaranteed by the Act. The testimony of Linde on his reactions to the Jones & Laughlin case⁴ is revealing:

Q. (By the Independent.) Directing your attention to April 12, 1937, what if anything happened that day?

A. We were working in the shop . . . and someone came to the office and said that the Act was legal, had been declared constitutional.

Q. That is, the Wagner Act?

A. The Wagner Act had been declared constitutional, and a group of us were dismayed, I am frank to admit, or we thought there was nothing for us to do.

Q. (By the Trial Examiner.) Why were you dismayed?

A. I will tell you, we had banked our hopes that it would be declared illegal, and immediately the labor unrest and trouble would have stopped, and our company would proceed and all the other companies would proceed to enjoy the prosperity which we thought was coming at that time.

Linde expressed a frank hostility toward bona fide labor organizations at the hearing, and it is evident that respondent implanted upon the minds of those who organized the Independent the respondent's own dislike and distrust of

⁴ *National Labor Relations Board v. Jones & Laughlin Steel Corp.*, 301 U. S. 1 (1937).

outside unions. This hostility toward the Amalgamated and not a genuine desire for self-organization was the primary motivation for organizing the Independent.

Linde, Litster, Brucks, and Rosenbaum met the evening of the day the Act was upheld, and decided to retain an attorney and to form an independent union. Before taking further steps, they conferred with some members of an independent organization at the Carnegie-Illinois Steel plant to secure information as to how such an organization was to be formed. Linde and Brucks that night drew up a rough draft of application petitions for membership in an inside organization. The following day, April 13, Linde, Brucks, Rosenbaum, and Litster talked to a few other employees, including Froling, asking their aid in the circulation of the application petitions, which they planned to prepare. That evening, April 13, Greenlee, a representative of office employees under the Plan, who apparently had been approached by Linde, arranged to have the heading at the top of the application petition hectographed on a machine maintained by the respondent in its planning room.

2400 On Wednesday, Thursday, and Friday, April 14, 15, and 16, the actual solicitation of the employees took place, and in these days over 700 men signed the application petitions. Friday, April 16, the organizers of the Independent telephoned Benjamin Wham, a Chicago attorney, whom they knew to have been the attorney for other independent unions, and made an appointment for the next day. Linde and Brucks met with Wham the morning of April 17, and that afternoon another meeting was held attended by seven more employees. At these meetings a proposed constitution was drawn up and at Wham's suggestion application cards were prepared for printing. These cards, designating the Independent as sole collective bargaining agency of the signer, and revoking all prior authorizations for collective bargaining, were later circulated among those who signed the petitions. On Monday, April 19, Linde, Litster, and Froling presented to Berry, the assistant general manager of the respondent, a proposed agreement which provided for recognition of the Independent as exclusive bargaining representative of all employees at the 39th Street plant. At this time Berry counted the signatures on the petition, but refused to sign the agreement without permission from the respondent's president. Thereafter Berry conferred with the president and vice presidents of the respondent, recommending that the Independent be recog-

nized and that the recognition agreement be signed. After the president's approval had been obtained, the recognition agreement was signed by Berry for the respondent and Litster for the Independent on April 21.

On Thursday, April 22, the first meeting of the Independent was held at a nearby hall. This meeting was attended by a crowd estimated variously from 250 to 500 persons. Among those attending were at least two foremen, Grenis and Siskauskis, and a number of women and children. The meeting was enlivened by the persistent questioning of Wham and Litster, who presided, by some of the members of the Amalgamated, culminating in the ejection of two of them.

It appears that, at the meeting, Wham addressed the audience, discussed the Act, and denounced outside unions. Thereafter, a constitution was adopted, the work of the organizing committee ratified, and a date set for a meeting to elect officers. The constitution was consistent with Wham's keynote address against outside unions, providing among other things that only employees of the respondent were eligible for membership, and that no member of another labor organization could be eligible for office. The bylaws which were later adopted provided that a member of another labor organization would not be eligible to office until 3 years after his resignation from such organization. The constitution contemplated the establishment of a general council with locals at other 2401 plants of the respondent. At the time of the hearing the Independent had chartered one such local at the Caldwell-Moore plant of the respondent in Chicago.

The same day that the proposed recognition agreement was presented to Berry, the representation Plan was abandoned. Froling, as chairman of the employees' board, called a meeting of the board on the morning of April 19, and asked Berry to meet with them. A paper, purporting to disband the Plan was thereupon signed by those present. Berry subscribed for the respondent, and Froling, Brucks, Lackhouse, Greenlee, Bailey, and Litster, for the board. A short time thereafter on the same morning, as we have pointed out, Litster, Froling, and Linde requested Berry to recognize the Independent. There was a gap of only 2 days between the abandonment of the Plan and the recognition of the Independent; demand for recognition and the demise of the Plan were virtually simultaneous acts, with Litster, Froling, and Berry participating in both.

Although there is considerable conflict in the testimony, we are convinced from the record that from April 14 to April 23, the respondent's supervisory officials not only permitted but actually abetted the solicitation of members for the Independent during working hours. Frank Lackhouse, one of the representatives on the employees' board under the Plan, was approached by Froling, also a representative, in the morning of April 14, and was asked if he would take the application petition around the foundry. Lackhouse, at this time, was a member of the Amalgamated, but had not been particularly active in it. Lackhouse agreed to circulate such a petition, and Froling gave it to him. Lackhouse, however, felt uneasy about soliciting during working hours and made no attempt to obtain signers before lunch time. He testified that during the lunch hour Froling assured him that Brucks had obtained permission from the management to circularize the men, but that he should keep under cover. Froling denied the statement about Brucks, but we are convinced that it was made since otherwise it would be difficult to account for Lackhouse's subsequent activity in behalf of the Independent. After lunch Lackhouse conferred with his foreman, Nyberg, saying that Froling wanted him to help organize the plant. Nyberg told Lackhouse to go ahead, and the latter replied that he would as soon as he finished the job he was on. Lackhouse testified that about a half hour later the assistant superintendent of the foundry, Olson, called him away from his job, expounded the advantages of an inside union over an outside, and said that an outside union would "never get anywhere with them, just striking all the time." Lackhouse testified that after this conversation he dropped his work and went around getting signatures on the application petition in the foundry.

Olson denied this conversation, but we do not credit 2402 this denial. Olson's testimony was evasive and contradictory. Furthermore, he admitted that he approached Lackhouse after hearing rumors that the Independent was being formed and questioned him about it. Under these circumstances we believe Lackhouse's testimony and we find that he was instructed by his superiors as to the virtues of an inside organization and acted upon those instructions in soliciting members.

Lackhouse's solicitation for the Independent was aided even further by another of the respondent's supervisors. Lackhouse testified that Siskauskis, a foreman in the foundry, took the application petition from him and that

Siskauskis himself signed the names of several employees who were working nearby. These were employees, apparently, who were unable to read or write. Testimony of Lackhouse as to this incident was corroborated at the hearing by several others who observed Siskauskis, including Joseph Thomas, one of those whose name was signed. Thomas, who is illiterate, testified that Siskauskis came up with a piece of paper, and when Thomas said that he could not write, Siskauskis signed Thomas' name. Thomas further testified that on two subsequent occasions Siskauskis again signed Thomas' name for application for membership in the Independent, the last time in the time-keeper's office over the protest of Thomas. Balcauski, a moulder in the foundry, testified as to other activity upon the part of Siskauskis for the Independent. Part of his testimony follows:

He (Siskauskis) walked to me and he said, "Stanley, why don't you join in the C. I. O."—I mean this here, the independent craftsmen's union. I said "I am already with the C. I. O." He says, "The hell with the C. I. O." He says, "Join in with the craftsmen's union." He says, "We are going to have our union." Then I repeated, I says, "Do you know under the Wagner Law that it is not allowed for the foremen to go and organize the working men on company time or on his own time?" He told me this, he said, "To hell with that." So I says, "If you want to sign up independent, go ahead; I ain't going to waste my time." And I walked away.

There is evidence of other activity by Siskauskis in behalf of the Independent and against the Amalgamated, of which the above is illustrative.

Siskauskis in general denied the activities and conversations attributed to him by the witnesses for the Board.³ We do not find his denials convincing. It is improbable that all the testimony showing numerous acts by 2403 Siskauskis of interfering with the affairs of the Independent was fabricated. Furthermore, some of the testimony of Siskauskis is contradictory and absolutely incredible. For example, Siskauskis attended the first meeting of the Independent, stating on direct exam-

³ Counsel for the respondent in examining Siskauskis mistakenly attributed the testimony of Balcauski, part of which we have set forth above, to one Pronsktes, another Board witness. We will assume, however, that the denial by Siskauskis of a purported conversation with Pronsktes relates specifically to Balcauski's testimony.

ination that he just happened to be going by the hall, saw the crowd, and went in to "see what is going on." Later in his testimony Siskauskis explained that he went into the hall to obtain some food for his pigeons. At one place in his testimony, Siskauskis stated that he remained at the Independent meeting 20 minutes or half an hour and at another only 5 or 10 minutes. Despite the fact that announcements of the first meeting were lying around the plant where they had been dropped by the men, Siskauskis insisted that he did not know that a meeting of the Independent was being held when he came to the hall. We do not believe Siskauskis' testimony in this regard. We find that Siskauskis, a foreman of the respondent, signed the names of employees of the respondent to the application petition, and in other ways actively aided the formation of the Independent.

The record discloses other instances of solicitation for the Independent by supervisory officials of the respondent. Several witnesses for the Board testified that one Belov,* whom they referred to as the night foreman, solicited members for the Independent, approaching the entire night shift in the foundry. One of the witnesses, Kalamarie, testified that Belov received written instructions from his superior, McKinney, ordering him to attempt to get the night foundry shift to sign up in the Independent. Kalamarie testified that Belov showed him the note and asked his advice, and that he told Belov to follow his orders, whereupon Belov unsuccessfully tried to solicit Kalamarie and others. The respondent did not call Belov at the hearing, and there was no showing that he was unavailable to testify. McKinney denied sending such instructions to Belov. We do not credit his denial, however, since his testimony at times was contradictory and incredible. In view of this fact and the respondent's failure to call Belov, we are convinced that Kalamarie is to be believed.

The respondent contented itself with attempting to show that Belov was not a supervisory official. It appears that prior to the elimination of the night shift near the end of 1937, there were from 15 to 20 men in the steel foundry. The respondent contends that no one had supervisory authority over these employees. We find this contention without merit. Belov was carried on the pay roll as a "night checker." He performed manual labor only when instructing another worker, or when an odd job

* Sometimes referred to in the record as "Bellop."

had to be done and there was no one available. Belov used the office of the day foreman, McKinney, and 2404 relayed instructions to the regular employees. The men under him regarded him as their foreman, and it clearly appears that he exercised supervisory powers. We find that Belov was a minor supervisory official. We find further that in soliciting for the Independent he acted directly at the behest of his superior, McKinney, an agent of the respondent.

One of the Board's witnesses also testified that a straw boss in the chipping room, identified only as "Big Louie," actively solicited members for the Independent, telling employees that the respondent needed "51 per cent" of the employees to sign up in the "company union" in order to "get the Communists out."

Staskey, the employment manager of the respondent, on at least one occasion used his position as a means of forcing an employee to join the Independent. Pete Solinko, an employee of the respondent, had made several requests of Staskey to obtain employment for his son, Frank. During the period the Independent was organizing, Pete called with Frank to renew his request. Pete at this time was a member of the Amalgamated. Staskey asked the elder Solinko how strong the Amalgamated was and whether he had joined the Independent. Solinko replied that he had not. Staskey told him to see an inspector named Kovatch and to sign an application for membership in the Independent. When Pete made no effort to see Kovatch, the latter came over and solicited him. Pete at first refused to sign, but the following day in the timekeeper's office signed his name on an application card and Kovatch wrote in his address, since Pete was unable to write English. The foundry superintendent, Skeates, had left the timekeeper's office as Kovatch and Pete Solinko entered. The same day Frank Solinko was hired. Frank corroborated his father's testimony that Staskey inquired about the Amalgamated, and we find Staskey's denial of his activity unconvincing. Staskey admitted at the hearing that Pete showed him a signed application card for membership in the Independent just before Frank went to work. It appears, therefore, that Staskey must have indicated, as Pete testified and we find, that the employ-

¹ On cross-examination of a witness for the Board, Tomas, the respondent's counsel, asked the witness if the last name of "Big Louie" was Sucorich, but Tomas was unable to state positively the last name.

ment of his son was conditioned upon Solinko's membership in the Independent.

In addition to evidence of direct activities of the supervisory staff of the respondent during the formative stages of the Independent, the record is replete with evidence showing solicitation by individuals and the collection of dues for the Independent during company time. Particularly prominent in such solicitation was Kovatch, who in a brief space of 3 or 4 days obtained signatures from 100 to 250 employees. Kovatch was active in circulating

both the original lists and later the printed application cards. Kovatch denied that he engaged in such solicitation in the presence of the respondent's supervisory officials, but he admits that about a quarter of the signatures obtained by him were obtained on company time and company property. Kovatch checked his card out for 10 hours during the period of intense organization of the Independent, April 14 to 19, and spent this time soliciting other employees of respondent who were at work. We think it inconceivable that his superiors were unaware of his activity, particularly since, as we have shown above, some of them directly participated in activity on behalf of the Independent. We therefore credit the testimony of witnesses for the Board that Kovatch spent large portions of his time from April 14 to 19, 1937, openly soliciting membership in the Independent in the presence of the respondent's supervisors. In addition, Kovatch had bulletin boards made in the respondent's shop, which were prominently displayed throughout the plant. Other employees besides Kovatch, including Bailey, a representative under the Plan, aided in the organizational campaign of the Independent with scarcely a pretense of keeping under cover. The Amalgamated was not granted these privileges.

The respondent contends that it warned its supervisory officials to maintain an attitude of strict impartiality between the Independent and the Amalgamated. Berry, the assistant general manager of the respondent, however, claimed that he was unaware of the active organization efforts of the founders of the Independent, until he was approached on April 19 by Linde, Litster, and Froling when they sought recognition. Although we find this contention incredible in view of the open aid which we have shown was given the Independent by supervisory officials prior to April 19, Berry's feigned ignorance of the crea-

tion of the Independent forced him to admit at the hearing that no instructions were given to the supervisors until after the Independent demanded recognition. At this time the instructions were useless since a majority of the employees had joined the Independent, in a large part because of the attitude displayed by and the activities of the respondent's supervisors.

The conclusion is inescapable that the Independent is the creature of the respondent. Whereas the chief organizer of the Amalgamated, Salmons, was promptly discharged when his activities came to light, no such treatment was accorded employees active in the formation of the Independent. As we have seen, the principal organizer was motivated, in common with the respondent, by a frank hostility to the purposes of the Act and genuine self-organization. The respondent maintained the Plan until it realized that its abandonment would coincide with the recognition of the Independent. A bona fide labor organization was thus effectively forestalled. The 2406 representatives under the Plan were all active in solicitation for the Independent. The employees of the respondent of necessity must have linked the successor organization to the admittedly illegal Plan and thus to the respondent because of the identity of leading figures in the Plan and the Independent, and because the immediate granting of bulletin boards proclaimed to the employees the respondent's interest. The very haste with which recognition was accorded the Independent despite the respondent's knowledge, admitted by Berry at the hearing, that the Amalgamated claimed a substantial membership indicates the respondent's desire to forestall the outside union. Finally, the action of the respondent's agents and supervisors in aiding the Independent to organize precludes this organization from being a free choice of the employees. The respondent's subsequent show of impartiality does not alter our conclusion. The respondent and the Independent also contend that the collective bargaining between the two indicates a lack of domination. Under the circumstances of this case, and in light of the improper actions of the respondent in establishing the Independent, no such inference arises.⁸

We find that the respondent has dominated and interfered with the formation and administration of the Inde-

⁸ See *National Labor Relations Board v. American Potash and Chemical Corp.*, 98 F. (2d) 488 (1938).

pendent, and has contributed support to it; that is thereby has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

C. Espionage.

The respondent has long been a member of the National Metal Trades Association, herein called the N. M. T. A., and of its Chicago local branch. For more than 20 years a lathe operator employed by the respondent, one Cousland, made monthly reports to the N. M. T. A., which were marked "personal" and signed by a designated number. These reports were then copied by the N. M. T. A., the copies sent to the respondent, and the originals destroyed. The respondent destroyed the copies as soon as they were read. For his services as an undercover operative, Cousland received, in addition to his regular salary as a lathe operator, \$8 to \$10 a month, which the N. M. T. A. paid by money order and for which it was reimbursed by the respondent. Cousland sent his last report to the N. M. T. A. in October or November 1936.

The N. M. T. A. is an employers' association long dedicated to the principles of the open shop. Prior to an amendment of its constitution in April 1937, it openly espoused an anti-union philosophy. Among its other activities, the N. M. T. A. furnished labor spies to 2407 those of its members who wished to utilize them, having 36 secret operatives in its employ in October 1936, of whom 12 admittedly devoted their attention to union activity. It ceased employing secret operatives shortly before the initiation of hearings by a sub-committee of the United States Senate Committee on Education and Labor which was appointed to investigate violations of civil liberties.*

The respondent contends that Cousland's reports concerned such matters as dissatisfaction with piece-work rates, and suggestions for efficiency or safety, and not union activity. Berry, who received the reports from the N. M. T. A., testified that Cousland was performing a function similar to that of a grievance committee of a labor organization, since, acting on his reports, the respondent could remove sources of dissatisfaction. While it is true that Cousland probably did report on piece-work

* Appointed pursuant to S. Res. 296, 74th Congress.

dissatisfaction, we do not believe that all his activity was so innocuous. The melodramatic secrecy veiling Cousland's reports, the use of a number as a signature, the circuitous routing through the anti-union N. M. T. A., and the immediate destruction of the reports by both the N. M. T. A. and the respondent, suggest, and we find, that Cousland also played the role of a labor spy.

Our view is strengthened by a study of the correspondence between the respondent and the N. M. T. A., part of which is in evidence. Much of this correspondence deals entirely with the question of labor relations. It reveals that the respondent requested and received 350 copies of "Some Questions and Answers Concerning the Wagner Act," and that these pamphlets were posted and distributed through out the respondent's plants. These "Questions and Answers" are wholly misleading, confining themselves almost entirely to stating the rights of the employer left unaffected by the Act, without adequately or accurately listing the rights which the Act guarantees to employees. We have condemned the distribution of similar literature by employers as violative of the Act.¹⁰ Significantly, none of the correspondence relates to time study or piece-work dissatisfaction, investigation of which is supposed to have been the purpose of the respondent in hiring Cousland through the N. M. T. A. On the contrary, there is a clear indication that the principal bond between the respondent and the N. M. T. A. was that of anti-union policy and we believe that Cousland served that policy.

At the hearing before the Board in Washington the respondent insisted, in support of its contention that 2408 Cousland was not a labor spy, that there is no evidence showing that the respondent ever acted against any labor organization as a result of anything Cousland may have reported. We are not convinced that this is so. Cousland joined the Amalgamated, but had been forced to resign in May, 1937, when his role as an undercover agent was made public by the Senate subcommittee on civil liberties. There is ample evidence of anti-union activity by respondent prior to the unmasking of Cousland by the Senate subcommittee. Moreover, the record reveals that Cousland, prior to his resignation, became active as a

¹⁰ See *Matter of Mansfield Mills, Inc.*, and *Textile Workers Organizing Committee*, 3 N. L. R. B. 901; *Matter of Nebel Knitting Company, Inc.*, and *American Federation of Hosiery Workers*, 6 N. L. R. B. 284, aff'd in *National Labor Relations Board v. Nebel Knitting Company* (C. C. A. 4th, April 28, 1939) . . . F. (2d) . . .

committee member of the Amalgamated. It is well known that labor spies commonly join labor unions either to report on their activities or for the purposes of sabotage. Despite the fact that Cousland ceased writing his reports to the N. M. T. A. in October 1936, we do not believe that his relationship to respondent as a labor spy terminated until exposure in March 1937 ended his usefulness.

We find that the respondent and the N. M. T. A. utilized Cousland for the purposes, among others, of espionage to ascertain and interfere with attempts at self-organization on the part of its employees, and that the respondent thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

D. The Discharges.

Louis Salmons and Joseph E. Novak. Louis Salmons has been an electrician at the respondent's plant for 14 years. He was a member of the employees' board under the Plan and became dissatisfied with it because of its ineffectiveness in representing the employees. About September 1, 1936, Salmons went to the S. W. O. C. headquarters in Chicago, talked to Van A. Bittner, regional organizer, and asked for aid in organizing the employees of the 39th Street plant. Bittner agreed to help Salmons, and, as an initial step, sent Salmons 50 application cards for membership in the S. W. O. C. About the middle of September, Salmons started to organize by talking to various individuals and by distributing the application cards. Salmons signed, as the organizer, all the application cards which he distributed, despite his fear that respondent might discriminate against him. He felt that his name would be more helpful in encouraging the employees to join than if someone at the S. W. O. C. headquarters had signed the cards.

On Sunday, September 20, 1936, Salmons called the organizing meeting of the Amalgamated. At this meeting, Salmons told those who attended that he would probably be discharged since some of the cards bearing his name were left lying around the plant and would doubtless be turned over to the respondent's officials, but he urged the others to keep the organization going, and stated that he would keep active outside the plant. The next day, September 21, Salmons was told by his foreman, Forss, that Berry, the assistant general manager, wanted

to see him. Salmons went into Berry's office, and Berry, in the presence of the production superintendent, Conroy, discharged him. Berry accused Salmons of spreading "union propaganda" and gave him half an hour to leave the plant. Salmons protested that his discharge would be a violation of the Act, but Berry declined to discuss the matter further.

Salmons thereupon left Berry's office and went to the tool room where he met his foreman, Forss, informing him of the discharge. Forss said that he had thought that that was the case and later while Salmons was in the wash-room, Forss said, referring to union activity, that he "didn't know this was going on," that he "didn't believe it." Salmons, attempting to magnify the strength of the S. W. O. C., assured Forss that 370 employees had signed application cards; actually there had been only 11. Salmons thereupon left the plant.

The same day and under almost identical circumstances, Joseph E. Novak was discharged. Novak has been employed by the respondent for over 11 years and at the time of his discharge was working in the crane department. On September 21, 1936, Novak was told by an assistant foreman, Sellars, that Berry wanted to see him. When Novak came into his office, Berry accused him of being an organizer and instigator of a union. Novak professed surprise at the accusation and hotly denied that he had helped organize any union. Thereupon he was given 30 minutes to leave the plant.

The day after his discharge, Salmons filed charges with the Regional Director of the Board. Approximately 2 weeks later Novak, for the first time learned that Salmons had also been discharged and, after talking to Salmons, Novak also conferred with the Regional Director.

Thereafter, Field Examiner Disser and Regional Director Beman, of the Board, held conferences with Berry, and subsequently Salmons and Novak requested Berry to rehire them. On December 21, 1936, Berry reengaged Salmons upon the condition that Salmons would not engage in union activities on company time. Novak, who applied for reinstatement a week or so after Salmons, refused at first to accede to such a condition on the grounds that it would be a tacit admission that he had engaged in union activity. However, he finally accepted the condition and was reinstated in January 1937. There is in conflict in the testimony as to whether Berry insisted that both men promise not to engage in union activity at all whether on

their own or company time. We do not feel it necessary to resolve this conflict, but the records disclose that

Novak understood that Berry's injunction against 2410 unions extended to activity away from work and as a result did not join the Amalgamated until after the Act was upheld in April 1937.

Salmons was not reinstated to his old job as maintenance electrician but was given a position in the electrical department. He was thus confined to a bench and no longer allowed to work throughout the plant. Furthermore, he worked fewer hours, inasmuch as the maintenance job he formerly held entailed considerable overtime. The complaint alleges that by reinstating Salmons to a bench job the respondent further discriminated against him because of union activities.

The respondent justifies both discharges on the grounds that Salmons and Novak each spent so much time organizing that they were unable to do their own work. In so far as Novak is concerned, this contention is untenable. There is no substantial evidence that Novak engaged in any union activity whatsoever. On the contrary, it appears that he was not a member of the Amalgamated at the time of his discharge, and was ignorant that the Amalgamated was organizing. Berry testified that one of his foremen reported to him that he had observed Novak passing out cards. This foreman was not called to testify and we do not believe that this alleged report to Berry was accurate. Assuming it to be true, however, we do not believe that Berry would, without investigation or warning, have summarily discharged Novak for distributing cards. We find that Novak was discharged because the respondent mistakenly believed that he had joined and assisted the Amalgamated and had engaged in concerted activities with other employees in the plant for the purpose of collective bargaining and other mutual aid and protection. The respondent's mistake of fact as to Novak's affiliation and activity does not render its discharge of Novak the less an unfair labor practice. The discharge of Novak was an act of discrimination which tended to discourage membership in the Amalgamated, despite the fact that Novak was not himself a member.¹¹

Nor does the record sustain the respondent's contention that its discharge of Salmons was proper because his union activity interfered with his work. At the time of Salmons'

¹¹ Cf. *National Labor Relations Board v. Biles-Coleman Lumber Co.*, 98 F. (2d) 18 (1938).

discharge the respondent had no rule which forbade solicitation of membership in a union. Nor did Salmons' efforts interfere with his work, and his immediate superior, Forss, was unaware that he was engaging in such activity. Salmons was never warned or reprimanded for his solicitation. It is significant that no members of the Independent were ever discharged for their activity, although the record reveals that several employees were much more 2411 active in solicitation for it than was Salmons for the Amalgamated. We are convinced that Salmons' activity on behalf of the Amalgamated and not any impairment of his efficiency was the real reason for his discharge. Accordingly, we find that Salmons was discharged because of his membership in the S. W. O. C. and his activity on its behalf.

At the hearing the respondent contended that Salmons had been rehired as a result of mediation by, and under an agreement with Regional Director Beman and Field Examiner Disser. The Trial Examiner excluded testimony relating to such agreement and refused subpoenas for Beman and Disser. Thereupon respondent offered to prove that the Regional Office took under consideration the discharges of Salmons, Novak, and one Sorenson, whose case is discussed below, that the respondent was requested to reemploy Salmons, that no such request was made on behalf of Novak or Sorenson, and that it was agreed that Salmons would be rehired for a standard workweek without back pay. The offer of proof was refused. We believe that to the extent that the offer related to an agreement allegedly made by agents of the Board the testimony should have been admitted.¹² To that extent we shall treat the offer as proved. Accordingly, we shall not order back pay for Salmons despite his discriminatory discharge, nor will we consider the contention that his reinstatement to a position other than that which he held before his discharge was discriminatory. Since the offer of proof did not allege that a similar agreement had been made with respect to Novak, who was discriminately discharged, our order relating to Novak will not be affected thereby.

Novak was earning 59 cents an hour for 54-hour week at the time of his discharge. Before his reinstatement he

¹² *Matter of Shenandoah-Dives Mining Company and International Union of Mine, Mill & Smelter Workers, Local No. 26, 11 N. L. R. B. No. 67; Matter of Godchaux Sugars, Inc., and Sugar Mill Workers' Union Locals No. 21177 and No. 21118, affiliated with the American Federation of Labor, 12 N. L. R. B. No. 67.*

earned from \$75 to \$100 at the Globe Manufacturing Company. Novak is a musician and during the period following his discharge worked a few nights in that capacity. It appears, however, that he enjoyed this independent source of income to the same extent while employed by the respondent. Therefore, his income earned as a musician will be excluded in computing the amount of his net earnings to be deducted from the back pay which we shall order the respondent to pay to him.

Nels Carl Sorenson was a janitor at the time of his discharge on October 1, 1936, having been employed in that capacity for about 3 years. Sorenson was one of the few who had joined the Amalgamated prior to the discharge of Salmons. He was not, however, particularly active in it.

2412 Prior to assuming the duties of a janitor, he had been employed in other capacities by respondent, first as a machinist's helper and later as a steamfitter's helper. Sorenson testified that on the morning of his discharge he was cleaning the lights on the back stairway of the main office and that Berry came down the stairs and engaged him in conversation. According to his testimony, Berry told him that he had "a nice red ladder," adding that he would not be on the ladder long. Sorenson testified that he was puzzled by this remark, but went into the shop and saw his foreman, Forss, and Forss told him that he was discharged. Forss added, according to Sorenson, that the reason for his discharge was that he had been helping Louis Salmons organize a union. Sorenson was told by Forss to get out of the plant by 11 o'clock that morning.

The reasons advanced by Berry and Forss for Sorenson's discharge differ materially from those given by him. Berry denied at the hearing that he had engaged in the conversation about the ladder related by Sorenson. He testified further that Sorenson had been a disturber and that he had received a number of complaints to the effect that Sorenson habitually quarreled with other employees. Berry stated that on the day of his discharge he noticed Sorenson engaged in a rather violent altercation with four or five employees in the foundry, and upon observing this he went to his office and phoned Forss to discharge him. Forss corroborated Berry's testimony that Sorenson was argumentative and difficult to get along with, although he admitted that he was a good worker. When he received the phone call from Berry, Forss went in search of Sorenson. He met Sorenson coming out of the foundry and

asked him what he had been doing. Sorenson replied that he had been greasing certain equipment in the foundry. Since he did not have his grease gun with him, Forss told Sorenson that he must have been loafing and forthwith Forss discharged him. At the hearing, Forss denied that he had mentioned Salmons or that he had ever told Sorenson that the discharge was due to union activity.

After his discharge Sorenson sought out Salmons, who suggested that Sorenson go down to the office of the Regional Director. In January Sorenson requested Berry to rehire him, and after two interviews Berry refused to do so.

Since Sorenson admitted having some difficulties with other employees, we believe that the respondent's version as to the reasons for his discharge. Accordingly, we find that the respondent did not discharge Sorenson because he had joined or assisted the Amalgamated.

Mike Karbel and Nick Cumorich. Karbel worked for the respondent from 1925 until 1932, when he was laid off. He returned to work early in March 1937. Cumorich was hired for the first time in December 1936.

2413 About 2 months before their discharge, Karbel and Cumorich both were transferred to the night shift in the steel cleaning room, Karbel as a chipper, and Cumorich, who had been hired as a chipper, as a common laborer. On May 19, 1937, Belov, who, as we have pointed out above, was the night foreman supervising 15 or 20 men, told both men that they were discharged, and paid them off in cash. At this time, in response to their questioning, Belov told them that each was a good workman and that he did not know the reason for the discharge. Belov was not called at the hearing, and so we accept the uncontradicted testimony of Karbel and Cumorich as to Belov's activities. It was an unusual thing for men discharged from the night shift to be paid in cash by Belov. Customarily, they were paid off by the day foreman, McKinney, who had ultimate authority over all employees in the steel cleaning room, including the night shift.

As we have already indicated, Belov upon instructions from McKinney had solicited membership for the Independent among the night shift. Both Karbel and Cumorich had refused his solicitation. Late in April they had joined the Amalgamated.

The respondent contends that Karbel and Cumorich were discharged for inefficiency. McKinney testified that he had received complaints that costs in the department were

rising, and he investigated to determine the reason. According to his testimony, he observed that neither Karbel nor Cumorich were doing a satisfactory job, and he warned them several times. Furthermore, he instructed one Peters, of the time study department, to make a check on their labor cards to determine their relative efficiency.

Chippers and grinders are paid by the respondent on a piece-work basis, with a minimum hourly guarantee. The time study department establishes a piece-work rate and also a certain period of time for each operation. If the employee finishes a job in a shorter period, he is paid a bonus.

Peters testified that, as instructed by McKinney, he made the time study. According to his testimony, his study revealed that over a period of 6 to 8 weeks, Karbel exceeded the time allowed on jobs he worked by 37 per cent, with a consequent loss to the respondent, and that the hourly guaranteed minimum which he was paid exceeded the piece-work rate which had been set by 96 per cent. Five other chippers, selected at random, during approximately the same period, unlike Karbel, showed substantial gains. Cumorich, according to Peters, exceeded the allowed time by 47 per cent, and his guaranteed rate exceeded the piece-work rate by 73 per cent. Cumorich was not compared with any of the other employees for the reason that there were none doing comparable work.

The accuracy of the time studies made by Peters is open to considerable doubt. He admitted that Cumorich, although hired as a chipper, was engaged principally as a laborer, shoveling sand, cutting up scrap and doing other jobs around the steel foundry. Cumorich rarely worked on piece work, since laborers are paid on an hourly basis. As a result, an efficiency rating based entirely upon Cumorich's capacity on piece work, would not be a true test of his relative capability.

We believe, moreover, that Peters' time studies are open to a much more serious objection, in that they are based upon a number of indeterminate factors never clearly demonstrated in the record and they completely overlook the differing physical circumstances surrounding each job. Each casting, for example, is assigned by the foreman to a particular workman for cleaning. It would be entirely possible for the foreman habitually to assign the dirtiest castings to one particular chipper. Furthermore, conditions on the night shift differed from those in the daytime.

Yet, in compiling his time study comparison of Karbel's work with that of others, Peters admitted that none of the other five so chosen worked on the night shift. The hourly rate of these five employees was different, in most cases higher than that of Karbel. In all cases, the work of the men was somewhat dissimilar, different piece prices on each job had been established, and the total time allotted varied from individual to individual. Under these circumstances, we do not believe that the time studies reflect with any degree of precision the relative efficiency of Karbel or Cumorich. These physical differences surrounding each job were admitted at the hearing, and we do not believe that respondent discharged either man because of anything disclosed by Peters' time study.

Both Karbel and Cumorich testified that they were never warned about the quality of their work. McKinney testified that he made frequent trips to the night shift and on several occasions warned these men that their work was unsatisfactory. McKinney's credibility as a witness, as pointed out above, is questionable. We do not believe that McKinney ever specifically warned either man. Each testified that he had never observed McKinney in the foundry at night, and we find that neither Karbel nor Cumorich was ever warned that his work was unsatisfactory by McKinney or any other supervisor.

We conclude that the real reason for the discharge in both cases was the fact that Karbel and Cumorich had joined the Amalgamated. Each had refused to sign the application sheet when approached by Belov during the Independent's organization campaign in the middle of April 1937. A short time later, both joined the Amalgamated. Almost immediately a time study was instigated directed solely to their work and within a period of 3 weeks or so both were discharged, without warning. Belov, the immediate superior of both, professed ignorance of the reason for discharge, asserting his belief that they 2415 were good workmen. An unusual procedure of giving them their dismissal pay was adopted, a procedure which prevented either from facing McKinney or the workers on the day shift. Under these circumstances, we reject the respondent's contention as to the reason for their discharge.

We find that by discharging Mike Karbel and Nick Cumorich, the respondent discriminated in regard to their hire and tenure of employment, thereby discouraging membership in the Amalgamated.

Karbel and Cumorich both desire reinstatement to their former positions. At the time of discharge Karbel's earnings averaged \$26 to \$28 a week, and Cumorich earned 48 cents an hour for a 45-hour week. Karbel was unemployed from the date of his discharge until the date of the hearing and had no earnings during this period. Cumorich obtained employment at Karpen Brothers Furniture Company on June 17, 1937. He earned \$436 until January 1, 1938, and \$126.19 from that date until the time of the hearing.

Paul Bozurich was employed by the respondent as a moulder from April 22, 1936, until his lay-off on November 9, 1937. The record reveals that because of curtailed production a number of lay-offs were necessitated in the fall of 1937 and spring of 1938.

Bozurich is a highly skilled workman, having received several raises during his period of employment, and there is no question as to his competency. He was very active in the Amalgamated, joining in March 1937 and helping to solicit members. Bozurich attended the first meeting of the Independent on April 22, 1937, but was ejected when he persisted in questioning Wham and Litster as to certain aspects of the Independent's constitution and as to the implications of its membership application cards. Bozurich was denied admission to the Independent's second meeting by a Chicago policeman who was guarding the door. He was also one of the leaders of the employees who opposed the Independent, and forcibly brought his viewpoint to the respondent's attention, not only by his aggressiveness at the first meeting of the Independent, but also subsequently in conversations with supervisory officials.

There are a number of different types of iron moulding carried on in the respondent's foundry. The largest castings are made by the floor moulders who work on what is called the "iron floor" or "grey iron floor." The floor moulders are generally the most skilled moulders, since this type of work is considered more difficult than the others. Furthermore, since the cost of recasting an imperfect cast increases proportionately with its size, the floor moulders, being most skilled, generally pour the larger castings. The respondent also employs bench, sprocket, and squeezer moulders who work, respectively, on the bench, sprocket, and squeezer floors.

2416 Bozurich, who has been a moulder for 22 years, was hired as a floor moulder and started to work on

the south end of the "iron floor." After a few months in this location he was given an assignment which required more room and in January 1937 he was shifted to the sprocket floor. Despite this shift, however, he continued to do the same type of work under the same foreman. A few months before his lay-off he was shifted back to the "iron floor." Bozurich testified that before he was moved to the sprocket floor he was senior to several moulders on the iron floor, but when he returned all but one of the men junior to him had been moved to one of the other floors. The effect of the shifting, according to him, was to destroy his seniority rights. The record discloses, however, that the men with less seniority who had been transferred from the "iron floor" had been laborers there, and were transferred to other floors in order that they might learn to be moulders. It also appears that the only moulder on the "iron floor" junior to Bozurich was laid off the same day, although he was subsequently rehired as a laborer. On the entire record we feel that the evidence does not support a finding that Bozurich lost his seniority on the "iron floor" by virtue of discriminatory shifting of employees from that floor to other floors.

Bozurich also testified that the respondent discriminated against him in the lay-offs in that it regarded each floor as a department for the purposes of determining seniority. He stated that foundries habitually adopted one of two courses in the event that lay-offs became necessary. They would either retain their best moulders, laying off the less competent men and disregarding seniority, or else they would follow strictly a seniority policy for the entire foundry, without differentiating between the various floors. If either course had been followed, Bozurich would have been retained. Under the first alternative the bench, sprocket, and squeezer moulders, being less-skilled, would be laid off before the floor moulders. Under the second, Bozurich would likewise have been kept inasmuch as several moulders on the other floors who were not laid off were junior to him.

The respondent's seniority plan came about as the result of bargaining between the Independent and the respondent. No contract was ever concluded between the two, however, and the seniority rules are contained in a statement of policy issued and posted by the respondent. The policy promulgated by the respondent is not detailed, in so far as seniority is concerned, but is simply a general state-

ment that when lay-offs are necessary "senior employees shall be retain with . . . consideration for practicability and ability." In applying seniority principles in the foundry, respondent treated each floor as a separate department, and did not establish seniority on the basis of the entire iron foundry. Consequently, there were separate seniority list for each type of moulder. Despite Bozurich's 2417 claim that he should have been retained over the less skilled moulders on the other floors, particularly those who were junior to him, the record does not sustain the contention that the method of foundry lay-offs adopted by the respondent was inconsistent with its stated seniority principles or was chosen to discriminate against him because of his union activity. We find that respondent did not discriminate against Bozurich because of his union activity.

John Kalamarie was first hired by the respondent November 11, 1935. He was laid off November 30, 1937. Kalamarie started as a laborer, but early in 1936 began to work as a burner in the steel cleaning or "chipping" room. A burner works on the castings with an acetylene torch, cutting off metallic imperfections, and occasionally cuts scrap metal to facilitate remelting. From December 1936 to May 1937, Kalamarie worked on the night shift. It was during this period, as pointed out above, that he observed Belov's activities in behalf of the Independent and refused to join when solicited. From May until October 1937, Kalamarie worked on the day shift, being transferred in August 1937, from the position of burner to that of arc welder. While learning his new duties as an arc welder he was shifted again in October 1937 to the night shift. He was working as an arc welder on the night shift at the time he was laid off, November 30, 1937.

Kalamarie complains that his lay-off was out of order of seniority in the steel cleaning room and was motivated by a desire to discriminate against him because of union activity. There is no question that Kalamarie was active in the Amalgamated. He joined in March 1937, and subsequently solicited a number of new members. At the time Bozurich was laid off, the Amalgamated grievance committee called on Berry. Kalamarie was one of this committee. Immediately afterwards, Morely, the day foreman, sent a note to Belov who was the night foreman, informing him to supervise Kalamarie more closely and if his work was not found up to standard to lay him off for a week. Shortly afterwards he was permanently laid off for lack of work.

The respondent contends that this lay-off was necessitated by a business slump, and that Kalamarie had less seniority than the other welders. It appears that the respondent employed four welders in the steel cleaning room; two, including Kalamarie, were arc welders, and the other two were combination welders, that is, they were qualified to work either as arc welders or gas welders. Kalamarie and the other arc welders were laid off the same day; one combination welder was retained until January 5, 1938, the other was working at the time of the hearing. Since a combination welder is a more highly skilled worker 2418 than an arc welder, the respondent contends that it was justified in dismissing Kalamarie who was less versatile, rather than an employee who had the ability to do both types of welding.

Conceding the cogency of this argument, it does not answer Kalamarie's contention that he should have been allowed to transfer back to his old job as a burner when he was no longer needed as a welder, since he had seniority over Thiele, a burner, Kouna, a laborer who worked as a burner; and Melcoskey, who was listed on the pay roll as a "chipper," although he worked occasionally as a burner. It was admitted at the hearing that Kalamarie could have done the work that Kouna and Melcoskey were doing, and that Thiele, a burner, was engaged in a capacity identical to that formerly held by Kalamarie.

The record discloses that there was considerable interchangeability of workers within the steel cleaning room, chippers would act as burners, burners as laborers, depending on the amount of work available. The case of Thiele who started as a welder and later became a burner is illustrative of the shifting of employees from one capacity to another. It would appear, therefore, that if a seniority policy for the whole room had been applied, considering the feasibility of transfer, Kalamarie would have been retained in preference to Thiele, Kouna, or Melcoskey.

The respondent contends that Kalamarie gave up his seniority rights in the steel cleaning room when he became a welder. Kalamarie testified that he would not have taken the welder's job if he had known he would thereby forfeit his seniority. In support of this testimony, the record discloses that Kalamarie vigorously protested that his lay-off was against seniority rules. Furthermore, he was the only employee in either the steel or iron foundry hired in 1935 who was laid off prior to the hearing. All other employees who were laid off were hired either in 1936 or 1937. It is

significant that Kalamarie was placed under stricter supervision immediately following the visit of the grievance committee to Berry, although there was no serious contention that he was not a satisfactory worker. His promotion to the welder's job indicates that he was considered competent. Upon the entire record, we are convinced that the ostensible lay-off of Kalamarie was actually a discharge because of his union activity.

We find that the respondent discharged John Kalamarie because of his union membership and activities and that the respondent thereby discriminated against him in regard to tenure of employment.

Kalamarie seeks reinstatement. At the time he was laid off, he was earning 69 cents an hour for a 40-hour week. Kalamarie was unemployed until January 23, 1938, when he obtained a job with the Works Progress Administration in which he had earned \$93 at the time of the hearing.

2419 Stanley Balcauski was a core maker who was hired May 4, 1936, and laid off November 17, 1937. He was the shop steward for the Amalgamated in the core room, and as such wore a readily identifiable badge. Balcauski, shortly before his lay-off, engaged in an altercation with Skeates, the superintendent of the foundry, about collecting dues on company time. Skeates warned Balcauski about such collections, and Balcauski protested that the Independent was allowed to do what he was prohibiting for the Amalgamated. Thereupon, Skeates assured him that neither organization could make such collections.

Balcauski insists that his lay-off was not in accordance with seniority, in that men junior to him were retained. The record reveals, however, that the only employee in the core room with less seniority who was retained was an apprentice named Parker. The respondent has consistently found employment for apprentices and has not applied the seniority principle to them. We find that Balcauski was laid off in turn and that the respondent did not thereby discriminate against him for his union activity.

Harry Johnson worked for the respondent in 1929 and 1930 as a boring mill operator in the machine shop. He was laid off sometime in 1930 and was rehired in September 1935. He was subsequently laid off a second time in December 1937, while working on the night shift. Johnson joined the Amalgamated in January 1937 and, with his brother, Fred, was very active in behalf of this organization. He circulated application cards and urged the employees in the machine shop to sign them.

Johnson contends that he was laid off out of order of seniority because of his union activities. It appears that Johnson had seniority in the machine shop over three employees who were retained. Two of these three, however, had served with the respondent in other departments longer than Johnson, although they transferred to the machine shop after him. The respondent contends that these two, Panos and McCafferty, were more versatile operators, being able to work on both the large and the small milling machines, and under the seniority policy were legitimately retained. We believe that the record substantiates this contention. The other person junior to Johnson, one Behounek, was injured while employed by the respondent, losing the sight in one of his eyes. The record discloses that the respondent customarily retains injured employees whenever possible. Under these circumstances, although we are not entirely free from doubt, we do not find that Johnson's lay-off was motivated by a desire to discriminate against him because of union activity.

Peter Solinko and Frank Solinko. In our discussion of the respondent's activities in behalf of the Independent, 2420 ent, we pointed out that the employment manager, Staskey, after attempting to learn the strength of the Amalgamated, instructed Peter Solinko to see Kovatch and to join the Independent, indicating that the employment of his son, Frank, would be conditioned upon his so joining.

We find that by this action respondent discriminated in regard to the terms and conditions of employment of Peter Solinko and the hire of Frank Solinko, thereby encouraging membership in the Independent and discouraging membership in the Amalgamated.

We find that by discharging Salmons and Novak, and by discharging and refusing to reemploy Karbal, Cumorich, and Kalamarie, the respondent has discriminated in regard to the hire and tenure of employment of each of them, thereby discouraging membership in the Amalgamated.

We find further that by its acts of discrimination respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

IV. The Effect of the Unfair Labor Practices on Commerce.

We find that the activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The Remedy.

Having found that the respondent has engaged in certain unfair labor practices, we shall order it to cease and desist from further engaging in such practices. Moreover, we shall order the respondent to take certain affirmative action which we deem necessary to effectuate the policies of the Act.

We have found that the respondent has dominated and interfered with the formation and administration of the Independent and has contributed support to it. The respondent's acts render the Independent incapable of serving the respondent's employees as a genuine bargaining representative and render its continued recognition by the respondent an obstacle to collective bargaining through freely chosen representatives. We shall, accordingly, order the respondent to withdraw all recognition from the Independent, and to disestablish it as a representative of the employees of the 39th Street plant for the purposes of collective bargaining.

We have found that Louis Salmons and Joseph E. Novak were discriminatorily discharged and subsequently re-hired. We shall order the respondent to make Joseph E. Novak whole for any loss of pay he may have suffered by reason of his discharge by payment to him of a sum equal to the amount which he normally would have earned as wages from the date of his discharge to the date of his reinstatement, less his net earnings¹³ during said

¹³ By "net earnings" is meant earnings less expenses, such as for transportation, room and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for his unlawful discharge and the consequent necessity of his seeking employment elsewhere. See *Matter of Crossett Lumber Company and United Brotherhood of Carpenters and Joiners of America, Lumber and Sawmill Workers Union, Local 2590*.

period, but not deducting any sums he may have earned while engaged as a musician. For the reasons above stated,¹⁴ we shall not order back pay for Louise Salmons.

We have found that John Kalamarie, Mike Karbel, and Nick Cumorich were almost discriminatorily discharged. Accordingly, we shall order the respondent to offer them reinstatement without prejudice to their seniority and other rights and privileges. We shall further order the respondent to make John Kalamarie, Mike Karbel, and Nick Cumorich whole for any loss of pay they may have suffered by reason of their discharge by payment to each of them of a sum equal to the amount which he normally would have earned as wages from the date of his discharge to the date of the offer of reinstatement, less his net earnings during said period.

We have found that the lay-offs of Paul Bozurich, Harry Johnson, and Stanley Balcauski were temporary, occasioned by a decrease in business and available work in the plant, and therefore we will not order their reinstatement. However, in view of the respondent's unfair labor practices as set forth in Section III above, there is grave danger that the respondent will not reemploy these three individuals even if their former or substantially equivalent positions are open. Respondent produced at the hearing seniority lists by classification, which contained the names of employees then working and those who at that time had been laid off. In order to effectuate the policies of the Act, we will require the respondent to include Paul Bozurich, Harry Johnson, and Stanley Balcauski, for whom work was not available at the time of the hearing, in its seniority list by classification, and refrain from discrimination against them in the event employment should become available for them under its usual seniority rules.¹⁵

2422 Upon the basis of the foregoing findings of fact and upon the entire record in the case, the Board makes the following:

8 N. L. R. B. 440. Monies received for work performed upon Federal, State, county, municipal or other work-relief projects are not considered as earnings, but as provided below in the order, shall be deducted from the sum due the employee, and the amount thereof shall be paid over to the appropriate fiscal agency of the Federal, State, county, municipal, or other government or governments which supplied the funds for said work-relief projects.

¹⁴ Section III, D *supra*.

¹⁵ See *Matter of American Numbering Machine Company* and *International Association of Machinists District #15*, 10 N. L. R. B. No. 40, and the cases there cited.

Conclusions of Law.

1. Lodge 1604, of Amalgamated Association of Iron, Steel and Tin Workers of North America and Independent Union of Craftsmen are labor organizations, within the meaning of Section 2 (5) of the Act.

Entered
May 12,
1939.

2. By dominating and interfering with the formation and administration of Independent Union of Craftsmen, and contributing support to it, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.

3. By discriminating in regard to hire and tenure of employment of Louis Salmons, Joseph E. Novak, John Kalamarie, Mike Karbel, and Nick Cumorich, and thereby discouraging membership in Lodge 1604, of Amalgamated Association of Iron, Steel and Tin Workers of North America, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

4. By discriminating in regard to the terms and conditions of employment of Peter Solinko, and the hire of Frank Solinko, and thereby discouraging membership in Lodge 1604, of Amalgamated Association of Iron, Steel and Tin Workers of North America, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

5. By interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

6. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

7. By discharging Nels Carl Sorenson and laying off Paul Bozurich, Harry Johnson, and Stanley Balcauski, the respondent has not engaged in unfair labor practices, within the meaning of Section 8 (3) of the Act.

Order

Upon the basis of the above findings of fact and conclusions of law and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Link Belt Company, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

2423 (a) Dominating or interfering with the administration of Independent Union of Craftsmen, or the formation or administration of any other labor organization of its employees, or contributing support to Independent Union of Craftsmen, or any other labor organization of its employees;

(b) Discouraging membership in Lodge 1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America, or any other labor organization of its employees, by discharging or refusing to reinstate any of its employees or in any other manner discriminating in regard to their hire and tenure of employment or any terms or conditions of their employment;

(c) Either directly or indirectly, engaging in any manner of espionage or surveillance, or engaging the service of any agency or individuals for the purpose of espionage or surveillance, upon its employees or upon any labor organization of its employees;

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid and protection, as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from Independent Union of Craftsmen as representative of any of its employees at the 39th Street plant for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, and completely disestablish Independent Union of Craftsmen as such representative;

(b) Make whole Joseph E. Novak for any loss of pay he may have suffered by reason of the respondent's discrimination in regard to his hire and tenure of employment, by payment to him of a sum of money equal to that which he normally would have earned as wages from the date of his discharge to the date of his reinstatement, less his net earnings, other than earnings as a musician, during said period; deducting, however, from the amount otherwise due to him, monies received by him during said period for work performed upon Federal, State, county, municipal, or other

work-relief projects; and pay over the amount so deducted to the appropriate fiscal agency of the Federal, State, county, municipal, or other government or governments which supplied the funds for said work-relief projects;

(c) Offer to John Kalamarie, Mike Karbel, and Nick Cumorich immediate and full reinstatement to their former positions, without prejudice to their seniority and other rights and privileges;

2424 (d) Make whole John Kalamarie, Mike Karbel, and Nick Cumorich for any loss of pay they have suffered by reason of the respondent's discrimination in regard to hire and tenure of employment, by payment to each of them, respectively, a sum of money equal to that which he would normally have earned as wages from the date of his discharge to the date of the respondent's offer of reinstatement, less his net earnings during said period; deducting, however, from the amount otherwise due to each of said employees, monies received by said employees during said period for work performed upon Federal, State, county, municipal or other work-relief projects; and pay over the amount so deducted to the appropriate fiscal agency of the Federal, State, county, municipal, or other government or governments which supplied the funds for said work-relief projects;

(e) Include Paul Bozurich, Harry Johnson, and Stanley Balcauski in the seniority list by classification which it maintains for all employees who were non-discriminatorily laid off, and refrain from discriminating against Paul Bozurich, Harry Johnson, and Stanley Balcauski, when in accordance with its usual seniority rules, employment becomes available for any or all of them;

(f) Post immediately notices in conspicuous places throughout the 39th Street plant, stating: (1) that the respondent will cease and desist as provided in paragraphs 1 (a), (b), (c), and (d) of this Order; (2) that the respondent will take the affirmative action provided for in paragraphs 2 (a), (b), (c), (d), and (e) of this Order;

(g) Maintain such notices for a period of at least sixty (60) consecutive days from the date of posting;

(h) Notify the Regional Director for the Thirteenth Region, in writing, within ten (10) days from the date of this Order what steps the respondent has taken to comply herewith.

And It Is Further Ordered that the allegations of the complaint that the respondent has engaged in unfair labor practices within the meaning of Section 8 (3) of the Act by

1556

Cease and Desist Order.

discharging Nels Carl Sorenson and by laying off Paul Bozurich, Harry Johnson, and Stanley Balcauski be, and they hereby are, dismissed.

2425 Post Office Department
Official Business

Penalty for Private Use
To Avoid Payment of
Postage, \$300.

Registered Article

Postmark of Delivering
Office.

No. 69506

Insured Parcel

(Chicago)

No. _____

(May 13)

(7 30 PM)

(Ill.)

Return to National Labor Relations Board
(Name of Sender)

Street and Number,
or Post Office Box, _____

Washington,
D. C.

Return Receipt

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

Amalgamated Assn. Iron, Steel & Tin
Workers—Lodge 1604,

(Signature or name of addressee)

D. Tullin.

(Signature of addressee's agent)

Date of delivery 5/13, 1939

Form 3811

c 5—6116

Post Office Receipts.

1557

**2426 Post Office Department
Official Business**

Registered Article

No. 69507

Insured Parcel

No. _____

**Penalty for Private Use
To Avoid Payment of
Postage, \$300.**

**Postmark of Delivering
Office.**

(Old P. O.)
(Annex)
(May 13)
(2 30 PM)
(1939)
(Chicago, Ill.)

**Return to National Labor Relations Board
(Name of Sender)**

**Street and Number,
or Post Office Box, _____**

**Washington,
D. C.**

Return Receipt

**Received from the Postmaster the Registered or Insured
Article, the original number of which appears on the face
of this Card.**

Pope & Ballard

(Signature or name of addressee)

L. C. Robertson

(Signature of addressee's agent)

Date of delivery 5/13/39

Form 3811

c 5-6116

1558

Post Office Receipts.

2427 Post Office Department
Official Business

Registered Article
No. 69508

Insured Parcel
No. _____

Penalty for Private Use
To Avoid Payment of
Postage, \$300.

Postmark of Delivering
Office.

(Old P. O.)
(Annex)
(May 13)
(2 30 PM)
(1939)
(Chicago, Ill.)

Return to National Labor Relations Board
(Name of Sender)

Street and Number,
or Post Office Box, _____

Washington,
D. C.

Return Receipt

Received from the Postmaster the Registered or Insured
Article, the original number of which appears on the face
of this Card.

Benjamin Wham
(Signature or name of addressee)

Connorberg
(Signature of addressee's agent)

Date of delivery 5-13, 1939

Form 3811

c 5-6116

2428

(Caption—C-607)

NLRB 49

AFFIDAVIT AS TO SERVICE.

District of
Columbia, } ss.

I, C. Matthew Pientka, being first duly sworn, on oath saith that I am one of the employees of the National Labor Relations Board, in the office of said Board in Washington, D. C.; that on the 12th day of May, 1939, I mailed post-paid, bearing Government frank, by registered mail, a copy of the Decision and Order to the following named persons, addressed to them at the following addresses:

Amalgamated Assn. of Iron, Steel & Tin Workers,
Local 1604

205 W. Wacker Drive
Chicago, Ill.

Pope & Ballard
120 South LaSalle St.
Chicago, Ill.

Benjamin Wham, Esq.
231 South LaSalle St.
Chicago, Ill.

s/ C. Matthew Pientka.

Subscribed and sworn to before me this 12th day of
May, 1939.

s/ John A. Neyros,
Notary Public, D. C.

(Seal)

My Commission Expires Aug. 15, 1943.

2322 IN THE UNITED STATES CIRCUIT COURT OF APPEALS,

For the Seventh Circuit.

| | |
|---------------------------------|------------|
| Link Belt Company, | } No. |
| <i>Petitioner,</i> | |
| <i>vs.</i> | |
| National Labor Relations Board, | |
| <i>Respondent.</i> | |

**CERTIFICATE OF THE NATIONAL LABOR
RELATIONS BOARD.**

The National Labor Relations Board, by its Secretary, duly authorized by Section 1 of Article VI, Rules and Regulations of the National Labor Relations Board—Series 1, as amended, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record in a proceeding had before said Board entitled "In the Matter of Link Belt Company and Lodge 1604 of the Amalgamated Association of Iron, Steel and Tin Workers of North America, through the Steel Workers Organizing Committee, affiliated with the Committee for Industrial Organization," the same being Case No. C-607 before said Board, such transcripts, including the pleadings, testimony and evidence upon which the order of the Board in said proceeding was entered, and including also the findings and order of the Board.

Fully enumerated said documents attached hereto are as follows:

1. Second amended charge filed by Lodge 1604 of the Amalgamated Association of Iron, Steel & Tin Workers of North America, through the Steel Workers Organizing Committee-C. I. O., sworn to March 1, 1938.

2. Complaint and notice of hearing issued by the National Labor Relations Board March 4, 1938.

3. Respondent's answer to the complaint, sworn to March 10, 1938.

2323 4. Motion for intervention filed by Independent Union of Craftsmen and Local Lodge No. 1 thereof, sworn to March 12, 1938.

5. Certified copy of order designating Hugh C. McCarthy Trial Examiner for the National Labor Relations Board, dated March 11, 1938.

Documents listed hereinabove under items 1 to 5, inclusive, are contained in the exhibits and included under the following items:

6. Stenographic transcript of testimony before Hugh C. McCarthy, Trial Examiner for the National Labor Relations Board on March 14, 15, 16, 17, 18, 19, 21, 22 and 23, 1938, together with all exhibits introduced in evidence.

7. Copy of intermediate report of Trial Examiner McCarthy, dated May 9, 1938.

8. Copy of Amalgamated Association's request for extension of time in which to file exceptions to the intermediate report, dated May 18, 1938.

9. Copy of letter, dated May 20, 1938, granting extension of time to file exceptions.

10. Copy of respondent's exceptions to the intermediate report, dated May 20, 1938.

11. Copy of independent union's exceptions to the intermediate report.

12. Copy of the Amalgamated Association's exceptions to the intermediate report.

13. Copy of notice of hearing for purpose of oral argument, dated November 19, 1938.

14. Copy of letter, dated November 21, 1938, advising parties of their right to file briefs.

15. Copy of the list of appearances at oral argument held December 20, 1938.

16. Copy of decision, findings of fact, conclusions of law and order issued by the National Labor Relations Board May 12, 1939, together with affidavit of service and United States Post Office return receipts thereof.

2324 In Testimony Whereof the Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the City of Washington, District of Columbia, this 19th day of September, 1939.

Nathan Witt,
Nathan Witt,

(Seal)

Secretary, National Labor Relations Board.

IN THE UNITED STATES CIRCUIT COURT OF APPEALS,

For the Seventh Circuit.

October Term, 1938.

Independent Union of Crafts-
men, Incorporated, a corpo-
ration,*Petitioner,**vs.*National Labor Relations Board
and Link-Belt Company, a cor-
poration,*Respondents.*

No. 7102.

STIPULATION.

It is hereby stipulated and agreed between the parties hereto by their respective attorneys of record that:

1. The record as certified to this Court by the National Labor Relations Board in the case of Link-Belt Company, a corporation, petitioner, *vs.* National Labor Relations Board, respondent, No. 6974, shall stand as the record of the proceedings before said Board in this case.

2. The printed record to be filed in said cause No. 6974 shall stand as the printed record in this cause, and an order may be entered in this cause, providing that the Clerk of this Court take no action under Rule 21 of this Court in re: printing of the record herein.

It is further stipulated and agreed that said causes Nos. 6974 and 7102 may be consolidated for purpose of argument.

Benj. A. Wham,
Attorney for Petitioner.

Charles Fahy,
*General Counsel, National Labor
Relations Board.*

Lee C. Shaw,
*Attorneys for Respondent, Link-
Belt Company, a corporation.*

Endorsed: In the United States Circuit Court of Ap-
peals • • • (Caption—7102) • • • Stipulation Filed
Oct 16 1939 Frederick G. Campbell, Clerk.

(Approved by Hon. William M. Sparks, Circuit Judge,
on October 18, 1939.)

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At a regular term of the United States Circuit Court of Appeals for the Seventh Circuit held in the City of Chicago, and begun on the third day of October, in the year of our Lord one thousand nine hundred and thirty-nine, and of our Independence the one hundred and sixty-fourth.

6974

LINK-BELT COMPANY, PETITIONER

vs.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

7102

INDEPENDENT UNION OF CRAFTSMEN, PETITIONER

vs.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

Petitions to Review and Set Aside, and on Request for Enforcement of an Order of the National Labor Relations Board

And, to wit: On the second day of March 1940, there was filed in the office of the Clerk of this Court, the Opinion of the Court, which said Opinion is in the words and figures following, to wit:

In the United States Circuit Court of Appeals for the
Seventh Circuit

October Term, 1939, January Session, 1940

No. 6974

LINK-BELT COMPANY, PETITIONER

vs.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

No. 7102

INDEPENDENT UNION OF CRAFTSMEN, PETITIONER

vs.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

Petitions to Review and set aside, and on request for enforcement of,
an Order of the National Labor Relations Board

March 2, 1940

Before MAJOR, TREANOR, and KERNER, Circuit Judges.

KERNER, Circuit Judge. These cases are here on separate petitions by Link-Belt Company (hereinafter referred to as "employer" or

"company") and the Independent Union of Craftsmen (hereinafter referred to as "Independent") to review and set aside, and on request by the National Labor Relations Board (hereinafter referred to as the "Board"), for the enforcement of an order¹ of the Board, issued pursuant to the provisions of § 10 (c) of the National Labor Relations Act, 49 Stat. 449, 29 U. S. C. A., § 151 et seq., requiring the employer: (1) to cease and desist (a) from dominating or interfering with the administration of Independent; (b) from discouraging membership in Lodge #1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America (hereinafter referred to as "Amalgamated"); (c) from engaging in any manner of espionage or surveillance; (d) from interfering with, restraining, or coercing its employees in the exercise of the right to self-organization guaranteed them by § 7 of the Act. The order further required the employer (2) to take affirmative action (a) withdraw all recognition from Independent as representative of any of its employees at the 39th Street plant, and completely disestablish Independent as such representative; (b) make whole Joseph E. Novak for any loss of pay he may have suffered; (c) offer to certain employees immediate and full reinstatement to their former positions; (d) make them whole for any loss of pay they may have suffered; (e) include certain employees in the seniority list; and post the usual notices signifying compliance with the order.

The proceeding before the Board was instituted by Amalgamated. The amended complaint charged inter alia (1) that the employer instigated, promoted, and encouraged the formation and growth of the Independent, and dominated, interfered with, and contributed support to it; (2) that between September 21, 1936 and December 8, 1937 the employer discharged nine employees because of their union membership and activity, reinstated two of them upon discriminatory conditions, and has refused to reinstate others; (3) that the employer hired Frank Solinko on condition that his father join the Independent; and (4) that the employer used plant operatives for espionage concerning union membership and activity of its employees.

The employer answered, admitting certain of the jurisdictional allegations, but denied it had committed any unfair labor practices.

The principal and perhaps the only question presented for our determination is: Are the findings of the Board supported by substantial evidence. If they are, they are conclusive. 49 Stat. 455, § 10 (e), 29 U. S. C. A., Sec. 160 (e); National Labor Relations Board v. Columbian Enameling and Stamping Co., 306 U. S. 292, 299, 300; Consolidated Edison Co. v. National Labor Relations Board, 305 U. S. 197, 229, and National Labor Relations Board v. Waterman Steamship Corp., — U. S. —, (February 12, 1940).

The record discloses that the employer is an Illinois corporation owning and operating numerous plants, warehouses, and sales offices throughout the United States and Canada. At its 39th Street plant

¹ XII N. L. R. B. 854.

in Chicago, Illinois, with which the proceeding is concerned, it employs between 750 and 1,200 persons. This plant includes a complete steel and iron foundry, devoted to the manufacture and assembling of various kinds of machinery. The monthly production at this plant averages 1,100 tons, of which approximately 80 percent is shipped to purchasers outside the State of Illinois. Approximately 90 percent of the raw materials used are bought from outside the State of Illinois. The Act is applicable to the company and its employees. *National Labor Relations Board v. Jones & Laughlin Steel Corp.*, 301 U. S. 1; *National Labor Relations Board v. Fansteel Metallurgical Corp.*, 306 U. S. 240.

Amalgamated is a labor organization affiliated with the Steel Workers Organization Committee, and through it with the Committee for Industrial Organization.

Independent is an incorporated labor organization whose membership is confined to employees of the employer at the 39th Street plant. The books and records of income and disbursements and cancelled checks were produced at the hearing. It has a checking account at a bank in the city of Chicago. It collects dues of fifty cents per month per member. Over \$3,000 has been paid by its members into its treasury in the form of fees and dues and it has paid for the use of a hall and other expenses incidental and necessary to its operation. At least two meetings are held each month.

There was no labor organization in the plant prior to 1933, no unrest over union matters, and the employer-employee relation was friendly. That year, after the passage of the National Industrial Recovery Act, a plan of employee representation was established. It had as its functioning body a board of seven employees, elected by secret ballot. Louis Salmons was one of the seven. The employer participated to the extent of having one non-voting representative. The expenses of the Plan were borne by the employer, and it was in existence until April 19, 1937, when it was completely dissolved and abandoned.

In September of 1936 a movement to organize Amalgamated among the employees was commenced by Salmons, and during the period of September 1936 to April 1937 a number of the employees joined largely due to the efforts of Salmons, who, upon the employer's premises, during working hours, solicited memberships. In September 1936 he induced seven of the employees to assist him. These employees held a meeting at which Salmons stated that "no doubt he would be discharged, and in that event it would be up to them to keep the thing going on the inside."

Shortly after Salmons began soliciting for Amalgamated, a growing dissension was noticeable among the employees; the men discussed the merits and demerits of various forms of organization, and the advisability of organizing their own union.

On April 12, 1937, when information was brought to the plant that the National Labor Relations Act had been declared to apply to man-

ufacturing concerns. George F. Linde, an employee, who had never approved of the Employees Representative Plan, and who enjoyed considerable popularity among the employees, together with Hubert Brucks, John Litster, and Arthur H. Rosenbaum, three other employees (none of whom were employed in any supervisory capacity), held a conference and discussed the question of organizing an inside union of employees to bargain collectively through representatives of their own choosing, drafted what they denominated an application, stating that those signing it desired to form an organization within the ranks of the employees. On the following day, this committee interviewed a number of men they believed would be willing to sponsor this form of organization and obtain the signatures of the employees. April 14 the applications were distributed, the employees solicited, and by Friday, April 16, 760 out of approximately 1,000 eligible employees had signed the application. Some of the signatures were obtained during working hours, but the majority were obtained outside of working hours.

On April 17, Linde and Brucks consulted an attorney at law having no connection with the Employees Representative Plan or with the employer. After hearing their case, he advised them concerning the National Labor Relations Act, drew up a proposed constitution and by-laws, and suggested that the employees of the plant hold a general meeting. On Sunday, April 18, Linde and seven other employees held a meeting and made arrangements for the holding of a general meeting of the employees. On Monday, April 19, Linde, Litster, and Ray Frohling, as the organizing committee of Independent, informed Edward L. Berry, Assistant General Manager of the employer, that they (Linde, Litster and Frohling) represented a majority of the employees; that the employees had adopted the name of Independent Union of Craftsmen, and requested that the employer recognize them as the exclusive bargaining representative of the employees at the 39th Street plant. Berry refused, stating he would have to take the matter up with the executive officers of the company.

On Wednesday, April 21, he called this committee into his office and advised them he had been authorized to act for the company. He then asked that he be permitted to inspect the cards evidencing membership in the Independent; after examination thereof, being convinced that they represented a majority of the employees, he recognized the Independent as the collective bargaining agent of the employees. It is well to note here that up to this time the Amalgamated had not made a demand for recognition.

On April 22 a general meeting of the employees was held at the Lithuanian Hall, a public hall rented by the Independent for the occasion, at which were present some 550 employees. Litster presided. Linde was secretary and recorded the proceedings. Wham, attorney for Independent, explained that under the law the employer could in no way interfere, aid, or abet in the formation of

a union; that it was entirely up to the employees to decide whom they wished to represent them; that the employer could not contribute anything financially; that the members would have to defray the expenses of the Independent by the payment of dues; and explained the purpose and meaning of the constitution and by-laws. Many questions were asked by those in attendance and finally a motion was made, debated, and carried that the constitution and by-laws be adopted and the actions of the committee ratified.

On May 4, 1937 an election was held at a hall rented for that purpose, at which there were present 400 to 450 employees. Officers of the Independent were elected by secret ballot (none of these officers was a former Employees Plan representative), and the manner of electing shop stewards was agreed upon. The various departments were to hold an election by secret ballot, but not during working hours. Thereafter, 31 stewards were elected.

On May 7, 1937 the employer received a written request from the Independent for a date to begin negotiations with reference to a contract between Independent and the employer, and thereafter, beginning May 11, 1937 up to and including March 2, 1938, collective bargaining conferences were held by representatives of the Independent and the employer. These bargainings resulted in the accomplishment of wage increases, changes in the vacation plan, changes in seniority policy, and improved working conditions.

It was a custom of the employer that Berry hold daily meetings with the supervisory force. In 1936, at one of the meetings, Berry instructed these men to refrain from engaging in union activities, and these instructions were passed on to the foremen.

The record further discloses that both the Amalgamated and the Independent engaged to some extent in union activities on company time (the Trial Examiner remarking: "I think the record is pretty clear that it worked both ways"), and on September 21, 1936, Salmons and Joseph E. Novak were discharged for engaging in such activity. Salmons admitted union activities, but minimized them on the ground that he did so only when an employee's machine had broken down. He also defended his conduct by stating that he thought the law gave him that right. He was rehired on December 21, 1936, after mediation by a regional director of the National Labor Relations Board, upon the express understanding that he would not again engage in organizing activities inside the plant on company time. Novak was rehired in January 1937, because, as stated by Berry, "I told him (Novak) that he could have his job back inasmuch as we had put Salmons back, but it was with the distinct understanding that he carry on no unionizing activities on company time."

Based upon the foregoing facts, the Board found that the employer had dominated or interfered with the administration of the Independent, and discouraged membership in the Amalgamated, thereby violating § 8 (1) and (2) of the Act. In our opinion the evidence,

taken most favorably to the Board, does not furnish substantial support for the Board's findings.

It is true that in *National Labor Relations Board v. Newport News, etc.*, decided December 4, 1939, the Supreme Court of the United States held that where an organization has existed for ten years with a joint control vested in management and men, the effects of the long practice cannot be eliminated and the employees rendered entirely free to act upon their own initiative without the complete disestablishment of the plan, and that their purpose so to do may be obstructed by the existence and recognition by the management of an old plan or organization, the original structure or operation of which was not in accordance with the provisions of the law. It also held that § 10 (c) of the Act was not intended to give the Board power of punishment or retribution for past wrongs or errors, and that the men were free to adopt any form of organization and representation, whether purely local or connected with a national body.

In our case, one Lackhouse, an active organizer of the Amalgamated, testified that Berry, General Manager of the company, never said anything hostile to the Amalgamated, and the undisputed evidence discloses that the Employees Board was completely dissolved and abandoned prior to the recognition of the Independent; that the company had no voice in the formation and exercised no control in the administration of the Independent; that it gave no financial aid or assistance; and that there was no evidence that the Employees Board was used as an instrument of domination or that the company imposed its will upon its employees.

We believe the language of the court in *National Labor Relations Board v. Swank Products, Inc.*, 108 F. (2) 872, 874, speaking through Judge Biddle, is pertinent and applicable here: "The evidence in this case shows, we think, a genuine, if rare, attempt on the part of the employees to form their own intramural union, to prevent what they considered might be a less advantageous external organization * * *". Cf. *National Labor Relations Board v. Brown Paper Mills Company*, 108 F. (2) 867, Fifth Circuit, and *L. Greif & Bro. v. National Labor Relations Board*, 108 F. (2) 551.

We are unable to find any evidence from which it could be inferred that these employees did not, with complete independence and freedom from domination, interference, or support of the company, form their own union.

The Board contends that the discharge of Salmons was discriminatory, while on the other hand the company argues that his discharge was due to his activity on behalf of the Amalgamated during working hours. The Trial Examiner found that in view of Salmons' frank admissions that he had been engaged in union activities on company time, the discharge was not discriminatory. We believe that his finding in this regard should have been sustained by the Board. To find that Salmons' discharge was discriminatory, the Board must have refused to consider the testimony of Edward L. Berry, William A.

Conroy, and Joseph Fross that Salmons was discharged for his activity on behalf of the Amalgamated on company time, as well as the admission of Salmons that he had, prior to his discharge, been engaged in union activities on company time.

The point is made that the fact that Foreman Siskauskis attended, without participating, the first meeting of the Independent, that foreman Olson had explained to an employee the advantages of an inside union over an outside union, that one Nyberg had another employee to help organize for Independent, and that foreman McKinney had instructed an employee to solicit for Independent, is evidence of unfair labor practices. It is undisputed that Fred B. Skeats was the only person in the foundry who had the power to hire and discharge. Neither of the men involved had that power.

The mere attendance by a foreman at the meeting is not evidence of interference, and the expression by men of a dislike to organized labor does not indicate that they must be acting for the management. National Labor Relations Board v. Swank Products, Inc., *supra*. We cannot believe that what they did, under all the circumstances in this case, can be charged to the company. Ballston-Stillwater Knitting Co. v. National Labor Relations Board, 98 F. (2) 758, 762; Cupples Co., etc. v. National Labor Relations Board, 106 F. (2) 100, 115.

The Board found that the company had discriminated in regard to the employment of Peter Solinko and the hiring of Frank Solinko. We are unable to give approval to this finding. The evidence does not reasonably support it. The record discloses that Peter had made several requests of Staskey, the company's employment manager, to employ his son Frank and that he was told, at the time of the requests, that the company had no jobs, but that the son might file an application. Later, Frank was hired on April 28, 1937. Peter testified that before Frank was hired, Staskey inquired regarding the strength of the Amalgamated, and then directed Peter to see one Kowatch, an employee; that immediately after this conversation he (Peter) returned to his machine and shortly thereafter Kowatch approached Peter and inquired if Peter desired to join the Independent. Both Staskey and Kowatch denied this conversation, and Frank Solinko testified that Staskey had, about two months prior to April 28, asked his father "how strong the Amalgamated was" and that after this remark Frank filled out an application, but that Staskey had not on April 28, talked to him about unions.

Peter was laid off on January 5, 1938 because of a lack of orders. Frank was not laid off and was at the time of the hearing still in the employ of the company. They were both members of the Amalgamated and the Independent. Even if the testimony of Peter was true, it is to be noted that the conversation that he relates occurred two months prior to the day Frank was hired. Moreover, if it is claimed that it took place on the day Frank was hired, then it was after the Independent had been recognized by the company as the

bargaining agent of the employees. No inference unfavorable to the company can be reasonably drawn from these facts. We conclude that the finding of the Board in this regard is contrary to the evidence.

On the question of espionage the record discloses that the company had been a member of the National Metal Trades Association, and that from 1915 until October 1936 one James Cousland, a lathe operator, employed by the company, made monthly reports to the National Metal Trades Association, copies of which were sent to the company. In January 1937 Cousland joined the Amalgamated, resigning in May after it had become known that he was in the employ of the Trades Association. He became a member of the Independent in June or July of 1937. Cousland testified that his reports dealt with matters of safety, sanitation, production, and with dissatisfaction voiced by employees relative to piece work rates. These reports made by Cousland were copied by the Trades Association, the copies sent to the company, and the originals destroyed. The company destroyed the copies as soon as they were read. We think that the facts and circumstances in evidence, particularly the secrecy veiling Cousland's reports, the circuitous routing and the immediate destroying of the reports, furnish substantial basis for the finding that the company has thereby engaged in unfair labor practices.

We now discuss that part of the order requiring the company to make whole to Joseph E. Novak, John Kalamarie, Mike Karbol, and Nick Cumorich any loss of pay they may have suffered by reason of their discharge; and to offer Kalamarie, Karbol, and Cumorich full reinstatement to their former positions, without prejudice to their seniority and other rights.

Novak had been employed for eleven years. He was accused of engaging in union activity on company time. He denied the accusation. There was no competent evidence tending to prove the accusation. He was discharged on September 21, 1937 and rehired in January 1938. Under the circumstances, we are of the opinion that the order of the Board, that Novak be made whole for any loss of pay, should be enforced.

Mike Karbol entered the employ of the company in 1925 and remained until 1932, when he was laid off for lack of work. He was rehired in March of 1937 and discharged on May 19, 1937. There was no evidence that he was an active member or that the employer ever knew that he was a member of the Amalgamated.

Nick Cumorich entered the employ of the company in December 1936 as a laborer in the foundry, and was discharged on May 19, 1937. He became a member of the Amalgamated in April of 1937. Here too there was no evidence that Cumorich was active in the Amalgamated, that he wore an Amalgamated button, or that the employer had any knowledge that he was a member of the Amalgamated. Both Karbol and Cumorich testified that an employee had asked them to join the Independent.

The Board found that Karbol and Cumorich were discharged because they had joined the Amalgamated. The company contends that these employees were discharged for inefficiency. There was evidence to the effect that the costs in the department in which they were employed were rising; that an examination of the time cards, when compared with other men and rechecked by a chart used in other foundries, showed that Karbol exceeded the time allowed for the work by 37% and Cumorich by 47%.

The National Labor Relations Act does not interfere with the normal right of the employer to discharge his employees. National Labor Relations Board v. Jones & Laughlin Steel Corp., 301 U. S. 1, 45, 46; National Labor Relations Board v. Thompson Products, 97 F. (2), 13, 17. We conclude that the findings of the Board as to the discriminatory discharges of Karbol and Cumorich are not sustained by substantial evidence.

John Kalamarie was hired on November 11, 1935 as a laborer, and in 1936 he was promoted to the job of a burner in the steel cleaning or chipping room, cutting off metallic imperfections, occasionally cutting scrap metal to facilitate remelting. In August 1937 he became an arc welder, and was engaged in that work at the time he was laid off on November 30, 1937. In March 1937 he joined and became an active member of the Amalgamated, was a member of a grievance committee, and attended a conference between the committee and General Manager Berry on November 18, 1937.

The Board found that Kalamarie was discharged because of his union membership and activities. At the hearing before the Trial Examiner the company contended that Kalamarie's lay-off was due to a business slump. It was undisputed that in October 1937 the company's business was reduced sharply. Of 283 employees in the foundry, 100 were laid off during a period of five months beginning in November. The output of the foundry dropped from 794 tons in March to 448 tons in November 1937, and the company was forced to reduce the number of its employees. But the Board now contends that Kalamarie should have been transferred to his old job as a burner, since he had a longer "plant seniority" than one Thiele, a burner who was not laid off until January 5, 1938.

The company employed four welders. One C. Novak and Kalamarie were arc welders, and the other two were combination welders, qualified to work either at arc or gas welding. Novak, having less seniority, was laid off November 29, 1937. Deskus, a combination welder, was retained. There was need for two gas welders until January 5, 1938 when he too was laid off.

To accede to the Board's contention would oblige the company to transfer employees from occupations they held at the time of a lay-off to jobs they formerly held. It was the company's policy to recognize seniority "within the occupation." To approve the finding that the company had discriminated against Kalamarie because it did not procure for him a job in another occupation, it seems to

us, would be to hold that the Board has managerial authority of the employer's business. The Board has no such power. *National Labor Relations Board v. Union Pacific Stage, Inc.*, 99 F. (2) 153, 177.

There appears to be no controversy regarding that part of the order requiring the company to include Paul Bozurich, Harry Johnson, and Stanley Balcauskis in the seniority list by classification, and refrain from discriminating against them when, in accordance with its usual seniority rules, employment becomes available; as neither party discusses it, we assume therefore that the company acquiesces in its enforcement.

It follows from what we have said that the order of the Board will be modified in accordance with this opinion, and as thus modified and construed, the order of the Board is enforced.

TREANOR, Circuit Judge (concurring in part and dissenting in part). I agree with the majority's holding respecting the Board's finding of discrimination against Joseph E. Novak and John Kalamarie, and with the conclusion that there was substantial evidence to support the Board's finding that petitioner engaged in industrial espionage in violation of Section 8 (1) of the National Labor Relations Act.

But I am of the opinion, also, that there was substantial evidence to support the Board's finding that the petitioner, Link Belt Company, interfered with and supported the Independent in violation of Section 8 (1) (2) of the National Labor Relations Act, and to support the findings relating to employees Salmons, Peter and Frank Solinko, and Karbol, and Cumorich.

Since the circumstances attending the discharge of Salmons and Novak bear on the attitude of petitioner toward union activities I shall refer to both, although the majority upholds the finding of the Board respecting Novak's discharge. Salmons had been active in the old employees' representative plan, but in September, 1936, was endeavoring to secure members for the Union. His activities became known to the plant manager and on September 21 Salmons and Novak were separately discharged. Salmons testified that the manager accused him of "spreading Union propaganda"; and that in response to Salmons' remark that there was "talk of it" the manager replied that he did not want to argue with Salmons and told him that he would give him "half an hour to get out of the plant." Novak testified that the manager stated that he understood that Novak was "an organizer and instigator for a Union." Novak denied to the manager that he was an organizer or an instigator and was told by the manager that he would give him "half an hour to get out." According to Novak's testimony the manager also stated that he didn't want Novak around if he was "organizing or instigating a Union."

The trial examiner found that the discharge of Salmons was not discriminatory, and if the question before this court were whether,

as between the trial examiner and the Labor Relations Board, there was sufficient evidence to sustain the trial examiner's finding. I should have no difficulty in saying that there was. But under the National Labor Relations Act we do not review the findings of the examiner but the findings of the Board. In view of the conflicting evidence and the necessity of appraising credibility and probative force of testimony it is obvious that the Board reasonably could have found that the discharge was not discriminatory, if it had resolved certain of the conflicts in favor of petitioner and had given less credence than it obviously did to the testimony of some of the witnesses. I do not think it follows, as stated in the majority opinion, that "to find that Salmons' discharge was discriminatory, the Board must have refused to consider the testimony of Edward L. Berry, William A. Conroy, and Joseph Fross that Salmons was discharged for his activity on behalf of the Amalgamated on company time, as well as the admission of Salmons that he had, prior to his discharge, been engaged in union activities on company time." The admission of Salmons that he had been engaged in union activities on company time must be considered in connection with evidence which clearly established that supporters both of the Union and of the Independent engaged in activities on company time. There is evidence that the supporters of the Amalgamated were much more active on company time than Salmons and other supporters of the Union; and there was testimony from which the Board reasonably could have inferred that such activities were known to petitioner. The testimony of Novak and Salmons in respect to their conversations with the manager of respondent at the time of their discharges clearly is susceptible of the inference that they were being discharged because of their activities on behalf of the Union. Consequently, instead of our concluding that the Board refused to consider the testimony of the named persons, we must assume that the Board gave more credence to the testimony of Salmons and Novak, doubtless considering in connection therewith circumstances that indicated definite and strong opposition of the management to the Union. Since we are bound to resolve all conflicts in testimony in favor of the finding of the Board and to accept as true all testimony tending to support it and to disregard all adverse testimony, I find myself unable to say that the finding of the Board in respect to the discharges of Salmons and Novak was not supported by substantial evidence.

In respect to the finding that respondent had discriminated in the employment of Peter Solinko and the hiring of Frank Solinko the record reveals clear cut conflicts of testimony. Resolving the conflicts in favor of the finding of the Board I think there is substantial evidence to support the finding. The Board did not order any affirmative relief in respect to the discrimination in favor of the Solinkos but considered this as constituting encouragement of mem-

bership in the Independent and discouraging membership in the Union, and therefore treated the finding as supporting the cease and desist order.

The testimony respecting the discharges of Karbol and Cumorich presents sharp conflicts of evidence; and the determination of the cause of discharge requires evaluation of certain evidence bearing on the efficiency of these men. There is testimony in the record that the day foreman, McKinney, solicited the employees of the night shift for membership in the Independent, Karbol and Cumorich being members of the night shift. They refused to join, and later became members of the Union in the latter part of April 1937. On May 19, 1937, both men were discharged by the night boss, Belov, upon orders from foreman McKinney. Both Karbol and Cumorich testified that Belov, at the time of their discharge, stated that they were good workmen and that he did not know the reason for their discharge. The discharged men also testified that no one ever had warned them in respect to their work or criticized their work prior to their discharge. McKinney testified that he had repeatedly warned both men that their work was unsatisfactory and also testified that he had instructed one Peters to check the labor cards of Karbol and Cumorich and that these studies confirmed his judgment as to their inefficiency. Peters testified that he thought he made the check sometime in May 1937. The Board points out certain qualifying defects in the studies which lessen their value.

The specific question for us is whether there was substantial evidence to support the finding of the Board that the men were discharged because of their union activities. Disregarding the evidence of inefficiency, it is clear that there was substantial evidence from which the Board could conclude that the men were discharged because of their union activities. The inconclusive character of the evidence of inefficiency left the Board some margin of discretion.

In *National Labor Relations Board v. Waterman Steamship Corp.* (Feb. 12, 1940) the Supreme Court pointed out that in setting up the National Labor Relations Board Congress "left questions of law which arise before the Board—but not more—ultimately to the traditional review of the judiciary;" and that, in respect to administrative agencies, "not by accident, but in line with a general policy, Congress has deemed it wise to entrust the finding of facts to these specialized agencies." The Supreme Court also pointed out that "The Court of Appeals' failure to enforce the Board's order resulted from the substitution of its judgment on disputed facts for the Board's judgment," and added that "power to do that has been denied the courts by Congress." It is equally true that a Court of Appeals cannot substitute its judgment as to weight and credibility of testimony for that of the Board; and a Circuit Court of Appeals must give effect to all reasonable inferences in favor of the Board's findings of fact and disregard all evidence contrary thereto. This is not a new or startling doctrine. Many persons are serving terms in prison, and many

have suffered the death penalty as a result of jury verdicts which rested upon evidence which involved irreconcilable conflicts of testimony and very serious questions of credibility and weight of evidence. In many such cases the issue of guilt or innocence has turned upon the jury's appraisal of conflicting testimony, of circumstantial evidence, and of the weight and credibility of testimony. When an appeal is taken from the judgment of a trial court, a finding of fact, whether by the jury or the trial court, cannot be disturbed by the reviewing court if there is substantial evidence to support it. No doubt our confidence in the training and experience of the trial judge eases any apprehension that we may feel by reason of our inability to appreciate clearly the considerations which have moved the jury or the trial judge in resolving conflicts of evidence against a losing party, or in attributing higher credibility and greater weight to the testimony of some witnesses than to others. And, no doubt, the rule of law which requires us to accept findings of triers of fact in judicial proceedings is justified, in part at least, by the assumption that the soundness of the findings is guaranteed by the competency of the trial judge. But, as pointed out in *National Labor Relations Board v. Waterman*, *supra*, it was the intention of Congress, by the creation of the National Labor Relations Board, "to apply an orderly, informed and specialized procedure to the complex, administrative problems arising in the solution of industrial disputes;" and in its opinion the Court stated that "not by accident, but in line with a general policy, Congress has deemed it wise to entrust the finding of facts to these specialized agencies." Whether the assumed specialized and expert knowledge and experience of the personnel of an administrative agency afford sufficient guarantee of the dependability of the agency's fact finding is a question of policy for Congress to settle, and this Court can exercise only such jurisdiction in respect to the fact finding function as Congress chooses to confer upon it. If there is no substantial evidence, that is, no evidence of a "rational probative force," to support a particular finding of fact, then such a finding is arbitrary and, as a matter of law, cannot be accepted as the basis of any legal consequences. And under the decisions of the Supreme Court of the United States this is the only question related to fact finding over which a Circuit Court of Appeals has any jurisdiction under the National Labor Relations Act.

I am of the opinion that there was substantial evidence to support a finding by the Board that the petitioner-employer engaged in unfair labor practices in violation of Section 8 (1) (2) by interfering with the formation of the Independent. But I find no substantial evidence to show that such activities decisively influenced the formation of the Independent or continued to influence its administration after its organization. Consequently, I believe that the order requiring petitioner to withdraw all recognition from the Independent and to refuse to recognize it as the bargaining agent of the employees should not be enforced.

The Independent was organized in April 1937, and the Board issued a complaint and notice of hearing on March 3, 1938. The hearing was held from March 4 to March 23, 1938, and on May 9, 1938, the Trial Examiner filed his intermediate report. On May 12, 1938, the Board rendered its decision, which was approximately two years after the organization of the Independent and after the acts and occurrences upon which the proceedings were based. All the evidence respecting the administration of the affairs of the Independent during the two years prior to the hearing before the Board reasonably precludes any inference of fact that it was not a bona fide labor union in the strictest sense. It is true that it was not affiliated with a national labor organization but that is immaterial under the National Labor Relations Act.

At the time of the organization of the Independent there were between 950 and 1000 who were eligible for membership and approximately 760 had signed applications for membership in the Independent. The Independent was incorporated in 1937 under the laws of the State of Illinois, keeps minute books and account books, and the books and records, including its minutes and the records of income and disbursements were introduced in evidence and were regular in every respect. It maintains a checking account, collects dues, and over \$3,000 had been collected by the Independent from its members in the form of fees and dues at the time of the hearing. It is unquestioned that all of the cost of administration of the Independent has been paid out of its own funds. It has rented and paid for the use of a hall and all meetings are held at company property. In the initial stages of organization it employed its attorney and has paid for his services out of its funds. It has carried on extensive collective bargaining with the company and I am unable to find anything in the form or in the character of the bargaining transactions which can be said reasonably to justify an inference that in its bargaining activities the Independent is in any sense controlled in its freedom of action by the company.

The Board states as one of its findings the following:

"We find that the respondent has dominated and interfered with the formation and administration of the Independent, and has contributed support to it; that it thereby has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act." And under the heading "The Remedy" is the following recital:

"We have found that the respondent has dominated and interfered with the formation and administration of the Independent and has contributed support to it. The respondent's acts render the Independent incapable of serving the respondent's employees as a genuine bargaining representative and render its continued recognition by the respondent an obstacle to collective bargaining through freely chosen representatives. We shall, accordingly, order the respondent to withdraw all recognition from the Independent, and to disestab-

lish it as a representative of the employees of the 39th Street plant for the purposes of collective bargaining."

It appears from the foregoing recitals from the decision of the Labor Board that the Board did not make an explicit finding that the petitioner was continuing to dominate and interfere with the administration of the Independent at the time of the hearing. In *National Labor Relations Board v. Newport News* (December 4, 1939) the opinion of the Supreme Court discloses that the order of disestablishment was based upon the finding that the employer "was still dominating and interfering with the Committee, contrary to Sec. 8 (1) of the Act." The Supreme Court stated that on the record it could not say that it was error for the Board to hold "that, where an organization has existed for ten years and has functioned in the way that the Committee has functioned, with a joint control vested in management and men, the effects of the long practice cannot be eliminated and the employees rendered entirely free to act upon their own initiative without the complete disestablishment of the plan." But in the instant case there is no such factual situation. The evidence of domination or interference at the inception of the organization of the Independent indicates, at the most, a relatively unimportant influence in view of the obvious enthusiasm of an overwhelming majority of the employees for the organization of the Independent. Furthermore, in contrast to the situation in the *Newport News* case and in *Labor Board v. Greyhound Lines* (303 U. S. 261) there is no substantial evidence to support an inference of continued interference for any appreciable time subsequent to the organization of the Independent. In the *Greyhound Lines* case the Supreme Court stated that "we may assume that there are situations in which the Board would not be warranted in concluding that there was any occasion for withdrawal of employer recognition of an existing union before an election by employees under Section 9 (c), even though it had ordered the employer to cease unfair labor practices." But the court added that in the case before it the employers, by unfair labor practices, had "succeeded in establishing a company union so organized that it * * * (was) incapable of functioning as a bargaining representative of the employees."

Under the decisions the National Labor Relations Board may predicate a cease and desist order upon a finding that an employer has committed unfair labor practices, despite a showing that the objectionable practices have ceased prior to the hearing. But an order to withdraw recognition of an existing bargaining agency and to disestablish it as the representative of employees as their bargaining agent affords affirmative relief from an existing condition or situation. Such an order effectuates the policy of the act by ending what purports to be a collective bargaining arrangement but which in fact, "is incapable of functioning as a bargaining representative of the employees," (*Greyhound Lines* case, *supra*) or, at least, is an obstacle to collective bargaining through freely chosen representatives. And

it follows from the nature and function of an order of disestablishment of a bargaining agent that the policy of the Act will not be effectuated by such an order if the agency disestablished thereby is actually the free choice of a majority of the members of the bargaining unit and is genuinely free to represent the interests of the employees in their relation to the employer. Under such circumstances an order of disestablishment would frustrate, not effectuate, the policy of the act.

Since I believe there was no substantial evidence to support the Board's conclusion that petitioner's acts either rendered the Independent incapable of serving petitioner's employees as a genuine bargaining representative, or rendered its continued recognition by petitioner an obstacle to collective bargaining through freely chosen representatives, I conclude that the disestablishment portion of the Board's order was invalid.

A true Copy:

Teste:

*Clerk of the United States Circuit Court
of Appeals for the Seventh Circuit*

And on the same day, to wit: On the second day of March 1940, the following further proceedings were had and entered of record to wit:

Saturday, March 2, 1940

Court met pursuant to adjournment

Before Hon. J. EARL MAJOR, Circuit Judge, Hon. WALTER E. TREANOR, Circuit Judge, Hon. OTTO KERNER, Circuit Judge.

6974

LINK-BELT COMPANY, PETITIONER

vs.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

7102

INDEPENDENT UNION OF CRAFTSMEN, PETITIONER

vs.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

Petitions for Review and Set Aside, and on Request for Enforcement of an Order of the National Labor Relations Board.

It is now here ordered by the Court that the Order of the National Labor Relations Board, entered in this cause on May 12, 1939, be

modified in accordance with the Opinion of this Court, and as thus modified and construed, that the said Order of the National Labor Relations Board be enforced.

And afterwards, to wit: On the thirteenth day of April 1940, the following further proceedings were had and entered of record, to wit:

Saturday, April 13, 1940

Court met pursuant to adjournment

Before Hon. J. EARL MAJOR, Circuit Judge, Hon. WALTER E. TREANOR, Circuit Judge, Hon. OTTO KERNER, Circuit Judge.

6974

LINK-BELT COMPANY, PETITIONER.

vs.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

7102

INDEPENDENT UNION OF CRAFTSMEN, PETITIONER

vs.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

Petitions for Review and Set Aside, and on Request for Enforcement of an Order of the National Labor Relations Board.

The National Labor Relations Board having issued an Order against Link-Belt Company, a corporation, on May 12, 1939; and Link-Belt Company and the Independent Union of Craftsmen having separately petitioned this Court to review and set aside said Order; and the National Labor Relations Board having answered said Petitions and requested the enforcement of said Orders; and counsel for the parties having been duly heard; and this Court having considered the matter and having on March 2, 1940, issued its decision directing that the aforesaid Order of the Board be modified and enforced as modified;

It is hereby ordered, adjudged, and decreed that Link-Belt Company and its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Lodge 1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America, or any other labor organization of its employees, by discharging or refusing to reinstate any of its employees or in any other manner discriminating in regard to their hire and tenure of employment or any terms or conditions of their employment;

(b) Either directly or indirectly, engaging in any manner of espionage or surveillance, or engaging the service of any agency or

individuals for the purposes of espionage or surveillance, upon its employees or upon any labor organization of its employees;

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to selforganization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid and protection, as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act.

(a) Make whole Joseph E. Novak for any loss of pay he may have suffered by reason of the Link-Belt Company's discrimination in regard to his hire and tenure of employment, by payment to him of a sum of money equal to that which he normally would have earned as wages from the date of his discharge to the date of his reinstatement, less his net earnings, other than earnings as a musician, during said period; deducting, however, from the amount otherwise due to him, monies received by him during said period for work performed upon Federal, State, County, Municipal, or other work-relief projects; and pay over the amount so deducted to the appropriate fiscal agency of the Federal, State, County, Municipal, or other government or governments which supplied the funds for said work-relief projects;

(b) Include Paul Bozurich, Harry Johnson, and Stanley Balcauski in the seniority list by classification which it maintains for all employees who were non-discriminatorily laid off, and refrain from discriminating against Paul Bozurich, Harry Johnson and Stanley Balcauski, when in accordance with its usual seniority rules, employment becomes available for any or all of them;

(c) Post immediately notices in conspicuous places throughout the 30th Street plant, stating: (1) that the Link-Belt Company will cease and desist as provided in paragraphs 1 (a), (b) and (c) of this Decree; (2) that the Link-Belt Company will take the affirmative action provided for in paragraphs 2 (a) and (b) of this Decree;

(d) Maintain such notices for a period of at least sixty (60) consecutive days from the date of posting;

(e) Notify the Regional Director for the Thirteenth Region, in writing, within ten (10) days from the date of this Decree what steps the Link-Belt Company has taken to comply herewith.

United States Circuit Court of Appeals for the Seventh Circuit

I, Kenneth J. Carrick, Acting Clerk of the United States Circuit Court of Appeals for the Seventh Circuit, do hereby certify that the foregoing typewritten pages, numbered from 1 to 25, inclusive, contain a true copy of the opinion filed March 2, 1940, the Order entered on the Opinion, March 2, 1940, and the Decree entered on April 12, 1940, in the following entitled causes: 6974. Link-

Belt Company, Petitioner vs. National Labor Relations Board, Respondent. 7102. Independent Union of Craftsmen, Petitioner vs. National Labor Relations Board, Respondent, October Term, 1939, as the same remains upon the files and records of the United States Circuit Court of Appeals for the Seventh Circuit.

In testimony whereof I hereunto subscribe my name and affix the seal of said United States Circuit Court of Appeals for the Seventh Circuit, at the City of Chicago, this 7th day of May A. D. 1940.

[SEAL]

KENNETH J. CARRICK,

*Acting Clerk of the United States Circuit Court
of Appeals for the Seventh Circuit.*

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Supreme Court of the United States

No. 235, October Term, 1940

Order allowing certiorari

Filed October 14, 1940

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Seventh Circuit is granted, and the case is assigned for argument immediately following No. 73.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

Mr. Justice Roberts took no part in the consideration and decision of this application.

Supreme Court of the United States

No. 236, October Term, 1940

Order allowing certiorari

Filed October 14, 1940

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Seventh Circuit is granted, and the case is assigned for argument immediately following No. 235.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

Mr. Justice Roberts took no part in the consideration and decision of this application.